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Title: **Duquesne Light Company and International Brotherhood of Electrical Workers (IBEW) Local 29 (2003)**

K#: **6012**

Employer Name: **Duquesne Light Company**

Location: **PA Pittsburgh**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **29**

SIC: **4910**

NAICS: **221122**

Sector: **P**

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PREAMBLE

This Agreement is made by and between the Duquesne Light Company and Local Union 29 of the International Brotherhood of Electrical Workers hereinafter called the Union. This Agreement shall be binding on the successors or assigns of the Duquesne Light Company. The parties recognize that the Duquesne Light Company is a public service corporation; that the continuity of service by the Duquesne Light company is of vital importance to the community which it serves; the necessity of continued peace by proper adjustment of any differences that may arise between them and that the foregoing can best be brought about by establishing proper wage schedules, working rules and machinery for the adjustment of disputes so as to promote harmony and efficiency and to prevent interference with the service to the public and therefore agree with each other as follows:

ARTICLE I REPRESENTATION AND RECOGNITION

A. The Unions having been certified on the following dates, by the National Labor Relations board as the bargaining agencies for certain employees as stated in the following N.L.R.B. cases, are hereby recognized as the exclusive bargaining representatives for said employees.

Bargaining Unit	Certification Date	NLRB Case No.
DL#1	6-04-48	6-RC-88
DL#1	7-13-48	6-RC-157
DL#2	7-14-48	6-RC-89
GDU	7-13-48	6-RC-64
GDU	8-20-56	6-RC-1815

ARTICLE I, B.

Comm Sect	9-29-49	6-RC-416
Transp #1	7-13-48	6-RC-158
Transp #2	7-13-48	6-RC-159

B. Employees referred to herein, together with the work usually performed by them are listed by job titles in Exhibit A attached hereto and made a part hereof.

C. For the Purpose of this Agreement, the Company recognizes representatives of the International Brotherhood of Electrical Workers and Local Union 29 as representatives of the Union.

D. (Not applicable to DL #1; Transp #1; Comm. Sect-Hourly) The Company placed in the appropriate salaried bargaining unit certain classifications detailed in the Memorandum Agreement of October 27, 1971. Effective October 1, 1973, the Company further agrees to place in the appropriate salaried bargaining unit the classification of Housekeeper, Residential Marketing Department, Marketing and Customer service Division. The incumbents in the above classification will receive seniority credit for prior service and will not be required to join the Union nor will they be denied the opportunity to do so.

Article I, A. and B. are hereby amended to include the above named classifications.

In consideration thereof, it is further understood and agreed that the Union does not at this time, nor will it during the term of the Agreement, claim jurisdiction over, or seek to represent, or represent any other classifications now in existence.

ARTICLE II, A.1.

ARTICLE II UNION-COMPANY RELATIONSHIP

A.1. The Management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work or for other proper and legitimate reasons, are recognized to be in the Company, except as otherwise provided in this Agreement.

A.2. There shall be no discrimination, interference, restraint or coercion, by the Company or any of its agents against any employee because of his membership in the Union or because of any lawful activities on behalf of the Union.

A.3. The Union and the Company agree to continue their policies of not discriminating against any individual with respect to his compensation, terms, conditions, or privileges of employment or otherwise affecting his status as an employee because of his race, color, religion, sex, age, national origin, handicap, or because he was a disabled veteran or Vietnam era veteran.

The Union and the Company further agree to apply all practices and terms of the Collective Bargaining Agreement uniformly to all covered employees.

A.4. The use of the masculine for feminine gender in job titles in this contract shall be construed as including both genders and not as sex limitations.

B.1. All employees who, on the thirtieth day following the effective date of this Agreement, are, or thereafter become, members of the Union shall be required to maintain membership in the Union during the remaining term of the Agreement as a condition of employment; and persons newly hired for jobs in the classifications covered by this

ARTICLE II, B.2.

Agreement shall be required to become members of the Union after 30 days of employment as a condition of employment.

B.2. All newly hired employees who will be covered under the terms of this Agreement will be handed a dues deduction authorization card by the Company. All signed cards will be collected by the Company and forwarded to the Union Office.

C.1. The Company agrees to deduct Union Membership initiation fees, dues, and assessments in the amount fixed in accordance with the By-Laws of Local Union 29 and the Constitutions of the International Brotherhood of Electrical Workers and to remit, by the last day of each month, the aggregate deductions made pursuant hereto to the Financial Secretary of the Foregoing Local Union; providing that the Company has received from each member, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of one year from the date thereof or until the termination date of this Agreement, whichever occurs sooner. Such assignment may also provide that the authorization shall be automatically renewed and irrevocable for successive period of one year unless revoked by written notice to the Company and the Local Union ten days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Company and the Union, whichever occurs sooner.

C.2. The Union authorizes and agrees to continue in effect the practice by the Company of withholding from the monthly aggregate deductions paid to the Financial Secretary of the Local Union amounts sufficient to reimburse individuals for payroll deductions inadvertently remitted to the Union by the Company after such individuals ceased to be members of the bargaining unit.

ARTICLE II, C.3.

C.3. Effective January 1, 1988 the Company agrees to provide a payroll deduction to collect for the Committee on Political Education (COPE) donations providing that the Company has received from each participant, on whose account such deductions are made, a written assignment. The deductions can only be altered by written notice from the participant to the Company 30 days prior to any deduction. The Company will remit by the last day of each month the aggregate deductions made pursuant hereto to the Financial Secretary of Local Union 29. The Union will be required to reimburse individuals for payroll deductions inadvertently remitted to the Union by the Company.

D. The Company will provide bulletin boards for the exclusive use of the Union for the posting of official Union notices.

E. Representatives of the Union, upon request to the foremen, or supervisors, shall be given permission to gain access to such portions of the Company property the representatives may feel necessary, to attend to their duties as representatives. Such activities shall be performed expeditiously.

F. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

ARTICLE III HOURS OF WORK, OVERTIME, AND HOLIDAYS

A.1. (Not applicable to Transp #2)

The work of the Company shall be divided into three classes, namely, Shift Work, Schedule Work and Day Work.

ARTICLE III, A.2.

A.2. (Not applicable to Transp #2)

Shift Work is defined as work which is carried on 24 hours per day, 7 days per week, including work on Sundays and holidays.

A.3. (Not applicable to Transp #2)

Scheduled Work is defined as work of a continually recurring nature required in varying degree during the day or night, Sundays and holidays.

A.4. (Not applicable to Transp #2)

All work not defined as Shift Work or Scheduled Work is defined as Day Work.

B.1. The basic workday shall be eight consecutive hours, except for interruption for lunch by employees whose work permits taking time off for lunch, except by agreement between the Local Union and the Company.

B.2. The basic workweek shall consist of five basic workdays with two regularly scheduled consecutive days off as included in a steady schedule or shown on the posted schedule, except by agreement between the Local Union and the Company.

B.3.(a). For Day Work the work week shall be five consecutive days, Monday 12:01 A.M. through 12:00 Midnight Friday, except:

1. (Not applicable to DL #2, GDU; Comm Sect; Transp #1 & #2)

In the Substations and Shops Department employees in the painting crews and electrical maintenance crews in the Western Division will continue on present schedules. Employees in the painting crews when

ARTICLE III, B.3.(a).2.

scheduled in accordance with the above will be paid time and one-half (1-1/2) on Saturday and Sunday when worked and double (2) time on Monday when worked. Employees in the electrical maintenance crews when scheduled in accordance with the above will be paid time and one-half (1-1/2) on Saturday when worked and double (2) time on Sunday when worked.

2. (Not applicable to DL #2; GDU; Transp #2)

The Janitors who worked as Watchmen and Elevator Operators on Saturdays and Sundays have different work- week schedules.

3. (Not applicable to DL #1 & #2; GDU; Comm Sect; Transp #2)

A limited number of employees (but in no event to exceed ten men total) can be scheduled for five consecutive days, Tuesday through Saturday.

Such employees when scheduled in accordance with the above will be paid time and one-half (1-1/2) on Saturday and Sunday when worked and double (2) time on Monday when worked.

- B.3.(b). (Not applicable to DL #2; GDU; Comm Sect-Salary; Transp #2)

An employee on Day Work scheduled so that part or all of his day's work on a basic workday is outside of his usual or normal schedule will be paid one half (1/2) straight time additional to the applicable rate of hours worked outside of his usual or normal schedule, but will not be paid any shift allowance.

- B.4. (Not applicable to Transp #2)

For Scheduled and Shift Work the scheduled eight-hour workday and the five-day workweek shall be

ARTICLE III, B.5.

in accordance with the requirements of the work but the number of employees on Scheduled Work and the number of such employees assigned to Sunday and holiday shall be kept to the minimum.

Where safe and proper operating practices allow, employees on Shift and Scheduled Work will be permitted to eat meals on the job, otherwise schedules will provide for meal periods.

Schedules shall be so arranged that work periods and days off shall be rotated insofar as is consistent with good operating practice.

B.5. Employees assume the status of the type of work being performed.

B.6. Employees working a four (4) – ten (10) hour work day schedule will be paid ten (10) hours at the straight time rate for any holidays and/or convenience days that fall within that schedule. Employees working any of the above mentioned holidays will be paid the applicable rate under the collective bargaining agreement.

C. Overtime shall be paid for at the rate of time and one-half (1-1/2) for all hours worked beyond the regularly scheduled 8 per day or 40 per week except where otherwise provided by this Agreement.

D. When an employee is required to work on the second of his regularly scheduled days off in any work week, he shall be paid at two times his regular rate of pay for all work performed on that day.

E.1. The following days shall be recognized as holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If one of the above holidays falls on an employee's first day of rest, then the last basic scheduled workday preceding will be observed as the holiday and the first day of rest will be considered not to be a holiday.

If one of the above holidays falls on the second day of rest, then the first basic scheduled workday

ARTICLE III, E.1.(a).

following will be observed as a holiday, and the second day of rest will be considered not to be a holiday.

Effective January 1, 1994, six (6) additional holidays entitled convenience days shall be granted to all regular employees. All convenience days shall be subject to the following conditions:

E.1.(a). The number of employees granted this holiday shall conform with the wishes of the employees in accordance with reasonable operating procedures.

E.1.(b). This holiday shall not be carried into the following year.

E.2. The term "holiday" as hereafter used shall mean only the day observed as a holiday.

E.3. When possible, employees shall be granted time off with pay on all holidays that are observed on there regularly scheduled workdays.

E.4. An employee required to work on a holiday will be paid holiday allowance and time and one-half (1-1/2) for all hours worked within his normal scheduled hours and will be paid double (2) time for those hours worked in excess of or not within his normal scheduled hours.

F. All overtime within the same job classification shall be distributed as evenly as possible and such overtime shall not be credited to an employee unless he has actually refused to work overtime.

If the differential between two or more available employees in the overtime record is 100 hours or more, the employee having the lowest accumulated overtime record will be scheduled without regard to the applicability of time and one-half or double time to such work.

ARTICLE III, G.

G. Employees who have worked overtime shall not be given time off without pay as a regularly scheduled workday to equalize that overtime.

H. The rate for work between the hours of 3:00 P.M. and 8:00 A.M. for employees working the first and third shifts and for employees working the second shift on Sunday shall be \$1.13 cents per hour higher than the applicable rate for the job occupied. Effective October 1, 2003, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.13 to \$1.18 cents per hour. Effective October 1, 2004, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.18 cents to \$1.23 cents per hour. Effective October 1, 2005, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.23 cents to \$1.28 cents per hour. The additional allowance shall, however, only be applicable to employees whose work schedule ends after 6:00 P.M., or begins before 7:00 A.M. and applies only to those hours worked between 3:00 P.M. and 8:00 A.M. The additional allowance shall be included in the base rate for overtime pay purposes when the employee qualifies for the additional allowance.

ARTICLE III, 1.1.(a).

1.1.(a). When the notice of change results in a change of schedule which involves a change in the employees workweek, the affected employee shall receive pay for at least the equivalent number of hours as he would have received had his schedule not been changed.

If the affected employee receives any overtime and or premiums after notice of a schedule change has been given to him, *the overtime and/or premiums will be counted in determining whether the number of hours to be paid for in the new schedule at least equal the number of hours he would have been paid for in the old schedule.* Also, in those cases where employees are scheduled for 9 and 11, or 9, 10 and 11 day basic pay periods, consideration shall be given to the complete cycle, and the number of hours to be paid for shall not be less than that which the employee would have received had his schedule not been changed.

1.1.(b). Work on days or hours outside the current schedule which is in effect at the time the notice of change is given is considered non-scheduled time for the first six days following the day on which the notice of change is given thereafter is considered scheduled time. This shall not reduce the number of hours worked to less than 40 for the week, and the hours so worked as non-scheduled shall be paid for at the rate of time and one-half (1-1/2).

1.1.(c). The six-day notice penalty does not apply in the following:

1. When a successful applicant assumes the duties of his new job.
2. (Not Applicable to DL #2; GDU; Comm Sect-Salary; Transp #2)

Assignment of an employee on Day Work to hours outside the usual or normal schedule

ARTICLE III, I.(c).3.

when covered under Article III, B.3.(b) or the return to schedule after such assignment.

3. A change in schedule which accompanies the return to former job classification from a temporary or acting job, including acting military.
4. A change in schedule related to the return of an employee from absence due to illness.
5. A return to former schedule or the cancellation of a change in schedule which occurs during the six-day notice period or before the new hours had been considered as scheduled time.
6. Schedule changes made for the convenience of employees such as those made under Article V,S. or by mutual agreement under Article III,M.2.

In the instances set forth in (c) above, although the penalty is not required, the Company will endeavor to give as reasonable a notice as possible of such changes.

I.1.(d). It is not the intention of this Article III.I.1 to indicate that the Company is obligated in any way to provide employment on the basis of guaranteed work, except where a change in schedule is involved as provided above.

I.2.(a). (Not applicable to Transp #2)

No change in any basic schedule shall be made with a scheduled time off interval of less than eight hours. In those cases where this is not possible any schedule changed made with less than and eight-hour interval, the difference between the amount of time off between schedules and eight-hours shall be paid at

ARTICLE III, I.2.(b).

one-half (1/2) time in addition to the applicable rate. Scheduled work shall include overtime work scheduled ahead of rescheduled work periods on a regularly scheduled workday.

I.2.(b). (Not applicable to Transp #2)

In those cases where it is possible, employees on Day Work will be excused from work early, without loss of pay at the applicable rate, in order to assure a scheduled time off interval of eight hours before reporting back for scheduled workday.

J.1.(a). When an employee is called out to work outside of his schedule and does not work 16 hours continuously, the rest period (which falls within one of his regularly scheduled basic workdays within his basic five-day workweek and to which he is entitled to be off with pay) shall be determined from the Rest Period Rules.

J.1.(b). When an employee is entitled to be off resting, with pay, during his regularly scheduled basic workday within his basic five-day work week, but is required to work during this period, he shall be paid at straight time rate of pay for these hours worked in addition to the straight time pay to which he is entitled because he should have been off with pay.

J.1.(c). When an employee is requested to continue or return for overtime work (other than Call Out) on a basic workday and works more than six hours before the start of his next scheduled basic workday, the Call Out Rest Period Rules shall be applied.

J.2.(a). An employee who has worked 16 or more continuous hours shall be entitled to an 8-hour rest period before he returns to work. If this rest period extends into his regularly scheduled basic workday within his basic five-day work week, he shall lose no time thereby.

ARTICLE III, J.2.(b).

J.2.(b). When an employee is entitled to be off resting, with pay, during his regularly scheduled basic workday within his basic five-day work week, but is required to work during this period, he shall be paid at straight time rate of pay for these hours worked in addition to the straight time pay to which he is entitled because he should have been off with pay.

J.3. An employee who is paid under J.1. must return to work at the hour the Rest Period Rules indicated or if paid under J.2. at the end of the eight-hour rest period in order to be entitled to straight time pay for the remaining hours in his basic workday.

K.1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate for each call out and in addition, without regard to length of time worked, he shall be paid one hour travel time allowance at the applicable rate, with the exception that if he is called out one hour or less before his regular starting time, he shall be paid one hour for the work and one hour travel time allowance both at the applicable rate.

K.2 (Not applicable to Transp #2)

An employee who, upon request, reports to work outside of his regularly scheduled basic workday or basic five-day work week, shall be paid for a minimum of four hours' time at the applicable rate with the exception that if he continues to work on into his basic workday within the basic five-day work week, he shall be paid at the applicable rate only for the actual time worked. If the job is cancelled later than the end of the employee's previous basic workday, he shall be paid three hours at the applicable rate, but no payment shall be made which would be greater than the employee would have earned if the job had not been cancelled.

ARTICLE III, L.

L. (Not applicable to Transp #1 & #2)

Stand-by time is time in which an employee is requested in writing to be at a place specified by his supervisor ready to go to work if called upon and shall be considered hours of work and paid for accordingly at the rate applicable to the hours during which requested to stand-by. Employees who are asked only to inform their supervisors whether they might be available in case of emergency and are free to come and go as they please shall not be deemed to be on stand-by time and will be under no obligation to remain available.

M.1. Schedules of a general nature involving employees of one or more shifts are to be posted for not less than an four-week period and changes to such schedules shall be preceded by a one-week's notice.

M.2. All schedules shall be arranged in conformity with the employee's wishes insofar as they are consistent with good operating practice and with the provisions of this Agreement.

N. (Not applicable to DL #2; GDU; Comm Sect; Transp #1 & #2)

When a man is selected from a lower job classification to perform occasional use work, the senior qualified man will be used whenever possible.

ARTICLE IV SENIORITY IN PROMOTION, TRANSFER, LAYOFF, AND RE-EMPLOYMENT

A.1. Continuous service shall be calculated from the date of first employment or Reemployment with the Company or one or more of the affiliated companies following a break in continuous service in accordance with the following provisions; provided, however, that the effective date of employment prior to the date of this Agreement shall be the date of first employment or Reemployment after any event which constituted a break in service under the practices in effect at the time the break occurred.

ARTICLE IV, A.2.(a).

A.2. Continuous service shall be broken by any of the following reasons:

- (a). Quit
- (b). Discharge
- (c). Absence or layoff in excess of two years.
- (d). Failure to report back to work on the first working day following the expiration of a leave of absence.
- (e). Failure to bid, accept or report to a vacancy in accordance with Paragraph L.1 of Article IV.

B.1. Seniority is defined as an employee's length of continuous service with one or more of the affiliated companies.

B.2. The seniority status of employees as of October 1, 1948 shall be that shown on the personnel records of the Company.

C. When the seniority of two or more employees cannot be determined on the basis of length of continuous service with the Company or date of application for employment, preference shall be given to the employee who has the lowest social security number.

D.1. Employees are engaged without time limitation, except that some employees may be engaged for temporary work and shall be known as "Temporary" employees. The Company does not have to post such "Temporary" positions provided qualified employees in the department are offered an upgrade to the "Temporary" position. Such employees shall have no seniority rights unless they are retained for a period of more than (6) months, in which event they shall have seniority starting the date they were hired. When and if such a "Temporary" employee shall attain regular status, he shall be granted seniority starting with the date he was most recently hired. Such work shall not result in the loss of employment for regular employees.

ARTICLE IV, D.2.

D.2. A regular employee filling a temporary classification shall accumulate seniority and service during such period and shall be returned to his former job classification upon expiration of the temporary work.

D.3. An employee is considered in an "acting" capacity when he occupies a regular job or a temporary job, created to fill a vacancy caused by authorized absence of the regular incumbent.

Acting employees shall accumulate seniority and service during such period.

Upon the return of the regular job incumbent, the acting employee shall be returned to his former job classification.

D.4. Any employee shall be considered "Probationary" during the first six months of continuous employment. Upon completion of the probationary period, the new employee shall be placed on the seniority list as of the first day of his employment except as provided in Section D.1. of this Article. Probationary employees may be discharged at the discretion of the Company without recourse but, if employed 30 days or more the Company will notify the Union of its reason and will confer with the Union President and the local steward if so requested.

ARTICLE IV, D.5.

D.5. By agreement between the Union and the Company D.2. and D.3. of the Article may be modified.

E. In the interest of promoting and maintaining good employee relations, it is agreed that before final disciplinary action is taken with a regular employee the Company will inform, and if requested, discuss the case with the President of the Local Union. This is not to be construed as in any way precluding a foreman or supervisor from taking immediate disciplinary action where such immediate action is required by the circumstances.

In those cases of promotion or transfer wherein a qualified employee other than the employee with the most seniority is to be given a job in the bargaining unit, it is agreed that such cases will be brought to the attention of the president of the Local Union before the promotion or transfer is made.

If employees are to be demoted or laid off, the Company will discuss this problem with the president of the Local Union before effecting the demotion or instituting the layoff.

F.1. Jobs in the lowest job classification and jobs to be filled by employees who become physically handicapped while employed by the Company need not be posted.

F.2. All other vacant jobs to be filled which are covered by this Agreement shall be filled in the following manner:

- (a). Simultaneously, the Company shall post notices of the job on all bulletin boards for seven calendar days.
- (b). The Union shall receive a copy of all posted jobs.

ARTICLE IV, F.2.(c).

- (c). All applications must be made on the form provided and must be sent by U.S. Mail to Human Resources, 411 7th Avenue, P.O. Box 1930, Pittsburgh, Pennsylvania 15230-1930.
- (d). Only the application of those employees who apply for a job within the ten calendar days following the first day of posting will be considered, with the exception that employees who are not at work during such period and who have sufficient seniority shall be considered to have filed an application for the job, provided the employees to be so considered notify the Company within ten days after returning to work.
- (e). When an employee is awarded a job under Article IV, F.2(d), the employee to be displaced shall be the employee who most recently entered that classification in a regular position at that work location and he shall be reassigned to his former job classification. All employees affected in the chain will be similarly assigned.

An exception shall be those affected employees who were placed in their positions in accordance with Article IV, J. Such affected employees are required to select a new position in accordance with Article IV.J. The affected employees will be provided an updated list of positions if they had been bumped more than four months earlier and shall be given two workdays to select a new position.

F.3. If after 20 calendar days from the date of posting there is no qualified applicant for the posted job, the Company shall have the option of reposting or filling the vacancy.

ARTICLE IV, F.4.

F.4. Successful employee's name and seniority or new employee's name, as the case may be, will be posted on all bulletin boards for seven calendar days, with the effective date, but at least two days before such posting the Local Union President will be notified.

F.5. No grievance as to posted job or appointment may be filed by the Union later than 14 calendar days after the posting of the name of the employee who obtained the job.

F.6. All vacancies shall be filled from the qualified applicants thereof within 30 calendar days of the posting of the name of the successful applicant.

G. In filling a vacancy by promotion or transfer of an applicant, where the following qualifications are sufficient, seniority shall govern:

1. Ability to do the job as safely as it can be done under the circumstances.
2. Ability to do the job skillfully.
3. Knowledge of the job which is being filled.
4. Experiences in types of work related to the job being filled.

H. In the event that it becomes necessary to reduce in rank an employee from the first level of supervision, he shall be returned to the classification from which he was promoted within the bargaining unit and shall assume his old seniority. If he cannot perform the work of that classification, the classification to which he is assigned shall be mutually agreed upon by the Company and the Union. If he was not promoted from the present bargaining unit, he shall not be returned to it unless by mutual agreement. For the purpose of this

ARTICLE IV, I.

Article, first level supervision shall be defined as that position the employee was promoted to from the bargaining unit. Any subsequent promotion outside the bargaining unit automatically disqualifies the employee from being returned to the bargaining unit except by mutual agreement.

I. An employee promoted or transferred in accordance with Article IV, Section G., who, during the first four months on the new job, during which period he will be instructed and trained, fails to meet the minimum requirements of the job shall be reassigned to the job classification and department from which he was promoted or transferred and shall immediately resume the wage rate to which he would have been entitled had he not left his previous job classification and department. *Such reassignment shall in no way prejudice an employee's opportunities for future promotions.* The employee shall be returned to his former job classification at that work location and he shall displace the employee who most recently entered that classification. All employees affected in this change will be similarly reassigned and will resume the wage rate each would have been entitled to had he not left his former classification. An exception shall be those affected employees who were placed in their positions in accordance with Article IV, J.1. Such affected employees are required to select a new position in accordance with Article IV, J.1. The affected employees shall be provided an updated list of positions if they have been bumped more than four months earlier and shall be given two workdays to select a new position.

J.1. In event that a layoff is to take place, the number of employees in some job classifications must be reduced. Employees to be demoted from the job classifications affected on the basis of seniority except in the case of any representative of a Local Union who shall be presumed to have seniority over

ARTICLE IV, J.2.

anyone else. (This is to apply only for curtailment of forces and only during the term of his office or position in the Union, or in the case of a leave of absence for such representative, until he has returned and been reinstated in his rightful position. Each Local Union shall inform the Department Head in writing of the names of the representatives who are to be so treated.) An employee so selected will be given the opportunity to displace any employee in a job of equal or lower classification, providing he has seniority greater than the employee in the equal or lower job classification and providing he is qualified and capable of performing the work of the employee to be displaced. Employees who are displaced from their jobs by this process will be given the opportunity to displace employees in equal or lower job classifications in the same manner. Employees who are unable by this process to displace other employees will be laid off.

J.2. No regular full-time employee hired on or before October 1, 1996 shall be laid off except under extraordinary circumstances, such as acts of God, catastrophic events, bankruptcy, sale or shutdown of a plant, revocation of a nuclear operating license, or shutdown of a portion of the transmission or distribution system.

K. A complete list of all bargaining unit employees will be sent to the Local Union 29 office during the months of March and September each year. The list will be in alphabetical order and will include employee number, employee home address, home phone number, local union number, service date and job classification.

L.1. Employees who are laid off will retain their accumulated seniority during a period of layoff of not more than two years from the date of layoff. When a vacancy is to be filled in any department, employees from the bargaining unit who have been laid off for a period of not more than two years will

ARTICLE IV, L.2.

be sent a copy of the job posting notice by registered mail. A laid off employee may make application under the job posting procedure for such position and such employee, if qualified, seniority permitting, shall be given the job. The failure of a laid off employee to make application for a vacancy in the job classification from which he was laid off or failure to accept any position for which he has applied, shall be considered as having severed connections with the Company. A laid off employee who is the successful applicant for a posted job must be willing to commence employment within three weeks after receipt of notification that he has been chosen for the job, otherwise, he shall be considered as having severed connections with the Company. None of the foregoing precludes the hiring of new employees to fill these jobs temporarily without job posting.

L.2. No loss of benefits shall be incurred by an employee who is laid off and returns to work within two years of the date of his layoff.

L.3. An employee who is separated from the Company at the expiration of a leave of absence due to illness or injury will retain his seniority for a period of two years following the date of expiration of the leave of absence. Before returning to employment he must pass a physical examination.

M. An employee entering any branch of the military service of the United States shall continue to accumulate seniority and his placement upon return from such service shall be in accordance with the Military Selective Service Act of 1967 and any amendments thereto.

ARTICLE V, A.1.

ARTICLE V WORKING CONDITIONS

A.1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. Representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective.

A.2. A Union representative shall be notified prior to investigation and allowed to be present while an accident investigating committee is interviewing members of the bargaining unit to determine the facts involved in lost-time accidents. This does not preclude on-the-job investigation by the Company in the absence of Union representation.

A.3. A joint Company and Union Safety Committee shall be established to consider safety questions relating to the Company as a whole. Such committee shall consist of not more than six (6) Company representatives and not more than six (6) Union representatives appointed by Local Union 29. The Committee shall meet every other month unless additional meetings are mutually agreed upon, to discuss safety suggestions and applications with the Union. The Committee Chair shall be rotated every third meeting. Minutes shall be taken and made available to all committee members. Such discussions shall not be subject to the grievance and arbitration provisions of the Agreement and may be discontinued in the event that it is mutually agreed these meetings lack value.

ARTICLE V, B.

B. (Not applicable to DL #2; GDU; Transp #2)

In emergencies, employees will perform any work for which they are qualified; however, employees in a lower classification will be used for work in a higher classifications only when those in a higher classification in a generating station or a division are unavailable or exhausted; and in no event, will two second class men be assigned to a hazardous job which requires at least one first class man.

C. When an employee, upon assignment by his foreman or supervisor, works in a higher paid job classification, he will be paid the higher rate for the full day provided that such work is for not less than two hours. The senior qualified employee will be used whenever possible.

D.1. An employee assigned for a temporary period to a lower classification shall receive his regular rate of pay during the period of that assignment.

D.2. When an employee is to be permanently assigned to a lower classification, the employee and the Union shall be notified. If this assignment is made under the provisions of Article IV, Section J, the employee shall retain his then rate of pay for a period of 30 days whether he continues working in his then job classification or is assigned during that 30 day period to a lower job classification. At the end of 30 days he shall be paid the rate for the lower job classification to which he is permanently assigned. If the assignment to a lower job classification is made for reasons other than those set forth in the foregoing, the employee shall immediately assume the new rate which has been assigned him.

D.3.(a). Effective October 1, 1967 - When an employee with 9 or more years of continuous service can no longer perform his regular work because of disability due to or incurred in the course of his

ARTICLE V, D.3.(b).

employment or from normal natural causes, but can perform other useful work, he shall be placed in the highest job classification he can fill satisfactorily and shall be paid at a rate between his prior rate and the rate for the job to which he is transferred as follows:

9 to 14 years inclusive – lower job rate plus 40% of the difference

15 to 19 years inclusive – lower job rate plus 50% of the difference

20 to 24 year inclusive – lower job rate plus 60% of the difference

25 to 29 years inclusive – lower job rate plus 70% of the difference

30 years and over – lower job rate plus 90% of the difference

D.3.(b). When the Medical Section classifies an employee as disabled, he will retain that disabled classification until it has been removed by action of the Medical Section. Whenever possible he shall be afforded the opportunity for training to fill jobs more nearly corresponding in rate to his original rate. When physically able and qualified he shall be placed, either through job posting or negotiation, in a higher rated vacant job classification and shall be paid a rate between his original rate (the rate being received at the time he is declared disabled) and the rate for the job to which he is now being transferred, based on the above formula.

The seniority provisions of the Agreement, including job posting, shall be waived to the extent necessary for the accomplishment of this provision. However, an employee bidding an equal or higher position under this provision is to notify his supervisor of any bid prior to the expiration of the seven-day

ARTICLE V, E.

posting period if he wishes to be considered under the above paragraph.

E. An employee shall not be required to perform any hazardous task with which he is not familiar.

F. Employees affected shall be notified of standard equipment operating and maintenance procedures and practices.

G. (Not applicable to DL #2; GDU; Transp #2)

The Company will continue its present practice of furnishing such tools, safety devices, and other equipment as are presently being furnished.

H. If the Company, in writing, requires an employee to have a telephone in his home, the Company shall bear all costs incidental to its service for Company use.

I.1. When an employee is required to report on a job outside his regular working place or area, or when he is required to report at headquarters before going out on a job, or upon the completion of the job, he is reimbursed for any additional traveling expenses incurred by him. Reimbursement is made upon authorization by his foreman or supervisor.

I.2. In the event an employee is required to report at headquarters before going out on a job, the time spent in traveling from the headquarters to the job is paid for as time worked. Similarly, time spent returning to the headquarters is paid for as time worked.

I.3. (Not applicable to Comm Sect; GDU; Transp #1 & #2)

For purposes of establishing a method for the determination of allowance for travel time, the territory surrounding each of the several headquarters of the employees classes as Field

ARTICLE V, I.4.

Workers is divided into zones, namely, a headquarters zone around each headquarters and numbered zones outside the headquarters zones. The headquarters zone will be that area within a 3-mile radius of the employee's headquarters; Zone No. 1 will be that area between the headquarters zone boundary and within an 11-mile radius of the employee's headquarters; Zone No. 2 will be that area between Zone No. 1 outer boundary and within a 19-mile radius of the employee's headquarters; Zone No. 3 will be that area between the outer boundary of Zone No. 2 and within a 27 mile radius of the employee's headquarters; and Zone No. 4 will be that area between the outer boundary of Zone No. 3 and within a 35-mile radius of the employee's headquarters and higher number zones, each with an additional 8-mile radius extending outwardly in like manner from the outer boundary of Zone No. 4. An employee classed as a Field Worker will be granted a travel allowance when required to work on a job outside his headquarters zone, providing the time spent in travel between the headquarters zone boundary and job is not otherwise paid for. The travel allowance will be as follows:

Headquarters Zone (All Divisions of the Marketing and Customer Services Group only)		15 minutes
Jobs within Zone No. 1		30 minutes
Jobs within Zone No. 2		60 minutes
Jobs within Zone No. 3		90 minutes
Jobs within Zone No. 4		120 minutes
and an additional 30 minutes for each numbered zone beyond and surrounding Zone No. 4.		

I.4. When an employee classed as a Headquarters Worker is required to work on a job outside his headquarters, he will be paid for the time consumed in travel between his headquarters and the job or he may be paid the equivalent time, provided the time is not otherwise paid for.

ARTICLE V, I. 5.

1.5. Effective October 1, 1993, travel time and expense will be paid in accordance with Article V, I.1 through 4 except as *modified by local agreements between the individual Local Union and the Company.*

J.1. When the Company requires employees to be away from their homes overnight, the Company shall pay for adequate lodgings and meals and shall advance money therefore when requested by the employees in such cases.

J.2. Effective October 1, 1994, employees working at foreign utilities during emergency conditions will be paid for three additional hours of their regular pay for each 24 hour period they are required to be out of the Duquesne Light Company service area. Such periods will cover the time from 12:00 A.M. to 11:59 P.M. Partial periods either begun before or completed after these time periods will be prorated. These amounts will be paid regardless of the actual work time involved.

J.3. Effective October 1, 2003, employees working at foreign utilities during emergency conditions will be paid time and one-half (1½) for all hours worked during their regular schedule. All other hours will be paid at the applicable overtime rate in accordance with the collective bargaining agreement.

K.1. A meal money allowance of two dollars and twenty-five cents (\$2.25) per meal shall be granted in all cases where overtime work continues two hours either before or after scheduled work periods, or where worked by employees on emergency jobs where the employee is called from home and works two hours or more. In the event overtime work continues a meal money allowance of two dollars and twenty-five cents (\$2.25) per meal will be granted every four hours of work after the first meal.

Effective October 1, 1984, the value of a meal money allowance will be increased from two dollars and twenty-five (\$2.25) to two dollars and fifty cents (\$2.50) per meal.

K.2. Scheduled overtime which is performed on Saturdays, Sundays, holidays or relief days when no scheduled time has already been performed will be know as additional time. No meal money will be given in those cases if the employee works less than 10 hours.

ARTICLE V, K.3.

K.3. (Not applicable to Transp #2)

If working conditions require that meals be eaten on the job, the employee's time continues, but if he leaves the job to obtain a meal his time stops during such period.

K.4. If an employee who is sent out on Company business and, through no fault of his own, is detained one hour or more beyond his lunch period, he is reimbursed at the above scheduled rate.

L. (Not applicable to DL #2; GDU; Comm Sect-Salary; Transp #2)

Employees shall not be required to work outdoors in rainy or inclement weather except in emergencies or to perform essential work such as outdoor switching, coal and ash handling, and necessary snow removal, and only if such work is considered part of their normal duties.

M.1. It is the intent of the Company to provide stable, long-term and continuous employment for regular, full-time employees. To this end, the Company has committed itself to employment security and income protection for employees hired on or before October 1, 1996 and will not replace them with subcontractors. It is however, recognized that the Company may contract with outside parties to perform work in an efficient, cost effective manner or within the time the work must be done, including where the Company's normal work force, skills, training and organization of its employees, its tools or equipment are inadequate. Nevertheless, while the number of employees currently in the bargaining unit may be reduced by attrition, if the Company still has a need for work these employees performed, or if the need arises to increase regular, full-time, permanent positions, the

ARTICLE V, M.2.

vacancies will be filled consistent with the collective bargaining agreement, including, where necessary and appropriate under the collective bargaining agreement, through the recall of employees on layoff as of October 1, 1996 who have not been already offered a position and/or through hiring new employees; not with subcontractors. In the event of an extraordinary circumstance as defined under the employment security clause, if the Company wishes to continue contracting out work that has been usually performed by the bargaining unit, the Company will be required to find those displaced employees hired on or before October 1, 1996 another position within the Company or, at the Company's option, retrain the employees to perform work that is being performed by contractors.

M.2. (Not applicable to DL #2; GDU; Transp #2)

When building or construction work is to be contracted out by the Company, all other matters being relatively equal, the Company will give preference to contractors having Union agreements with the International Brotherhood of Electrical Workers, or affiliated Unions, provided that nothing herein shall require the Company to violate Federal, State or Municipal laws or regulations. Before starting such contract work the Company will advise the Business Representative of Local Union 29 and the Local Union Representative at the work location, of the work to be performed.

N. (Not applicable to DL #2; GDU; Comm Sect-Salary; Transp #2)

Foreman or supervisors who are not within the bargaining unit shall not perform work of the type and grade performed by the employees they supervise except in emergencies (including unavailability of qualified employees until a

ARTICLE V, O.

qualified employee can be obtained), to train employees, for the protection or preservation of lives or property, and to check or test equipment or the quantity or quality of work.

O. (Not applicable to DL #2; GDU; Comm Sect-Salary; Transp #2)

All employees shall receive a full day's employment provided that they report for duty each scheduled day in accordance with their assigned basic work schedules and the terms and conditions of this Agreement.

P. (Not applicable to DL #2; GDU; Comm Sect-Salary; Transp #2)

An employee who is injured while working outside the regular hours of his basic five-day work week, and is required to leave the job that day to be given medical treatment, shall be paid, at the applicable rate, for reasonable time to receive such treatment.

Q.1. (Not applicable to DL #2; Comm Sect; Transp #2)

Where an employee is required to wear a uniform the Company will pay the cost of the uniform.

Q.2. (Not applicable to DL #1; Comm Sect-Hourly; Transp #1)

The Company shall continue its present practice of furnishing, servicing, and maintaining uniforms required by the employees during their regular working hours.

R.1. In addition to the physical examination which is given to all new employees before they are accepted for employment, other medical examinations may be required. These may include periodic examination for certain types of work, or examinations when transferred from one job to another.

ARTICLE V, R.2.

R.2. Employees sent by the Company for medical examination and/or treatment shall be furnished transportation expense and paid at their regular rate for time consumed. *This policy is not applicable to employees while covered by the Non-Occupational Illness and Injury Plan.*

S. Employees will be permitted to trade workdays for their own convenience, upon notice to and approval by the foreman or supervisor, which approval shall not be unreasonable withheld, provided that thereby the Company shall not be required, either by the terms of this Agreement or by operation of law, to pay any employee involved either daily or weekly overtime or other premium rate of pay.

T. Job classifications and working conditions of the cable tester, troublemen, and service crew leaders of the Marketing and Customer Services Group shall remain unchanged except as changed or modified in whole or in part by this Agreement.

U. Working conditions and other conditions of employment now in effect, or established by this Agreement will continue in effect except as changed in whole or in part, by negotiations between the parties upon 10 days' notice from the party seeking such change.

V.1. Effective October 1, 1973, the Painter Second Class in General Services Unit will, after successfully completing two years in that job classification, be promoted to Painter First Class. During the two years, the employee will perform all work which he is capable of performing with no upgrade to Painter First Class.

V.2. All required welder positions in the Fossil Generation, Nuclear Operations, and General Services Units will be filled by posting and filling Welder Second Class positions. After the incumbent

ARTICLE V, V.3.

has spent two years in the job classification of Welder Second Class, and if the incumbent has during the two years successfully completed all specified tests, the incumbent will be promoted to Welder First Class. Welders Second Class will perform all welding work for which they are qualified without benefit of upgrading.

V.3. All required Machinist positions in the Fossil Generation, Nuclear Operation, and General Services Units will be filled by posting and filling Machinist 2/C positions. After the incumbent successfully completes the specified tests and spends two (2) years in this job classification the incumbent will be promoted to Machinist 1/C. The Machinist 2/C will perform all machinists work for which he is qualified without benefit of upgrading.

V.4. All required Cable Splicer positions in the Marketing & Customer Services Group will be filled by posting and filling Cable Splicer 2/C positions. After the incumbent successfully completes the specified training and tests and spends two (2) years in the job classification, the incumbent will be promoted to Cable Splicer 1/C. The Cable Splicer 2/C will perform all cable splicer work for which he is qualified without benefit of upgrading.

V.5. All required Radiation Technician positions will be filled by posting and filling Radiation Technician Second-Class positions; Schedule Step 5.1. After the incumbent Second-Class successfully completes the specified tests and spends two years on the job classification, he will be promoted to First-Class. In the event the government at some future date requires three years of experience in order for a Radiation Technician to be fully qualified to perform First-Class work, it is agreed that this time period will be extended to three years. The Radiation Technician Second-Class will perform all work for which he is qualified without benefit of upgrade. The Radiation Technician First-Class will be Schedule Step 8.2.

ARTICLE V, V.6.

V.6. (Not applicable to Comm Sect; Transp #1)

Employees holding positions in Section V.1, V.2, V.3, V.4 and V.5 shall be barred from bidding and accepting any position other than regular; however, such employees may bid and accept their same position on a temporary or acting basis at a different work location within their respective groups.

W. Effective October 1, 2003, with the exception of the individuals covered by the Marketing and Customer Services Group Agreement and the Facilities and Central Shops Departments Agreements, the Company will reimburse employees whose positions require them to possess a commercial drivers license *including any endorsement thereto*. The amount of this reimbursement shall not exceed the 2003 differential between passenger license and Commercial Drivers License fee with endorsements.

Any necessary training will be determined by individual departments based on local understandings.

The Company agrees to pay straight time wages (up to four hours) for individuals who require recertification for their hazardous materials endorsement. In the event the individual fails his/her first attempt, no payment for wages will be made for any retest.

X. T&D crews can be assigned Meter Technician work when it is incidental to their work, provided that no Meter Technician loses their position as a direct result of the assignment of this work.

ARTICLE VI WAGES

A.1. The salary rates for the period of the Agreement shall be those set forth in Exhibit A to be attached hereto and made part hereof.

ARTICLE VI, A.2.

A.2. The Wage Schedule set forth in Exhibit A and the attached mini agreements represents the wage rates negotiated for the job classifications in these Units. The following general wage increases shall be granted; effective October 1, 2003, a general wage increase of 3.0%; effective October 1, 2004, a general wage increase of 3.0%; effective October 1, 2005, a general wage increase of 3.5%. Each general wage increase shall be computed to the nearest cent for the hourly paid employees and to the nearest dollar for monthly paid employees, with breakage of one-half being upward.

A.3. (Not applicable to DL #1 & #2; GDU; Comm Sect; Transp #2)

When two or more employees are on duty together on a shift not supervised by a foreman, the Company will assign the senior mechanic as crew leader with the additional compensation of twenty-five cents (25¢) per hour.

A.4. No regular full-time employee hired on or before October 1, 1996 shall have his or her rate of pay reduced because of bumping, staffing reductions, job eliminations, contracting out or reassignment of work. However, any individual so affected will not be eligible to receive any general pay rate increases except for progression pay until the job he or she is performing equals or exceeds his or her protected rate of pay.

ARTICLE VI, B.

B. Payment of wages shall be by check on semi-monthly paydays designated by the Company for salary employees and every other Wednesday for hourly employees.

C. If the semi-monthly paydays fall on Saturday or Sunday, the checks are distributed on Friday. Where payday falls on a holiday, the paychecks shall be given in advance.

ARTICLE VII VACATIONS – LEAVES OF ABSENCE

A.1. An employee who completes one year of service on or before December 15 of the current calendar year shall be granted a vacation of one week with pay.

A.2. An employee who completes or is expected to complete two or more years of service during the current calendar year shall be granted a vacation of two weeks with pay.

A.3. Effective in 1976 and each year thereafter, an employee who completes, or is expected to complete, eight years of service during the current calendar year shall be granted a vacation of three weeks with pay.

A.4. Effective in 1982 and each year thereafter, an employee who completes, or is expected to complete, 15 or more years of service during the current calendar year shall be granted a vacation of 4 weeks with pay.

A.5. Effective in 1983 and each year thereafter, an employee who completes, or is expected to complete, 23 or more years of service during the current calendar year shall be granted a vacation of 5 weeks with pay.

A.6. An employee hired before October 1, 2003, who completes, or is expected to complete, 32 or more years of service during the current calendar year shall be granted a vacation of 6 weeks with pay.

B.1. Should a holiday be observed while an employee is on vacation, he shall be entitled to an additional day off with pay at the beginning or end of his vacation, or if such should be impractical, the additional day may be taken at a later date.

ARTICLE VII, B.2.

B.2. If an employee becomes ill or is injured after his last work period prior to his scheduled vacation and if the Company is notified of such illness or injury prior to the start of the first regularly scheduled basic workday for which he is to receive vacation pay, and it is determined that the illness or injury was in no way connected with his vacation, the vacation shall be rescheduled.

If death in the family occurs during this same period and the Company receives notification as above, the vacation shall be rescheduled.

If death in the family occurs after the start of the first regularly scheduled basic workday for which the employee is to receive vacation pay, death in the family benefits will be paid in accordance with Article VII, I.1.

B.3. Effective July 1, 1991 regular employees will be eligible to purchase one week vacation. Enrollment for this selection will be during the month of June 1991. The cost of one-week vacation will be 3.8% of the employee's base pay for each pay throughout the remaining six (6) months of 1991. Subsequent years will be at a cost of 1.9% for the entire twelve (12) months. Future open enrollments will be held prior to January 1 of the following years.

C. Vacations will normally be taken within a single period, with the exception of all periods beyond two weeks. If an employee desires to split his vacation, application should be made to the foreman or supervisor and the request will be approved wherever possible. Selection of vacation period shall be based on the employee's length of continuous service. Vacations shall not be cumulative from year to year except that an employee who cannot take his vacation because he is off sick shall be entitled to his vacation upon reporting to duty.

D. The normal vacation period for the first two weeks vacation shall be between May 1 and September 30. At the wish of the employee, vacations may also be taken outside of the normal vacation period.

ARTICLE VII, E.

E. Vacation schedules for each occupational group shall be posted on bulletin boards not later than April 1. These schedules will be arranged in conformity with the wishes of the employees within the limits of reasonable operating procedures, but when these schedules have been set, they shall not be changed without the permission of the employee involved.

The Company will allow back-to-back year-end scheduled vacation insofar as it does not violate present vacation rules and is consistent with good operating practices. In order to qualify for any additional vacation, the employee must work at least one day in the new year.

Effective October 1, 1981, an employee retiring may elect to receive his unused vacation entitlement in the form of an allowance. This allowance will be included in the employee's final pay.

F. An employee who has qualified for a vacation and who leaves the service of the Company for any reason other than discharge for willful misconduct shall be granted a vacation if taken before the date of separation, provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that he shall work at least two weeks before the termination of his service with the Company. The Company shall inform the Local Union of employees who have given notice of resignation.

G. An employee who is elected to serve as representative for the Local Union shall, after reasonable notice to the Company, be granted a leave of absence without pay during his term of office, and shall continue to accumulate seniority throughout the leave of absence. Upon termination of his duties he shall be reinstated in his former position provided he is physically able to perform the work and it has not been eliminated. If the position has been eliminated or he is physically unable to perform the work, he shall be treated according to the provisions of Article IV, Section J, provided he is physically able to perform the work assigned to him.

H. Employees who are selected by their Local Unions to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

ARTICLE VII, I.I.

I.1. Time off on an employee's basic workday within the basic five-day work week, without loss of pay, shall be granted to an employee having six (6) months or more of service in event of a death as follows: Where the deceased was the father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, or child of the employee, the employee shall be given the time off between the time of death and the first day following burial up to a maximum of four basic scheduled days so that he may make arrangements for the funeral and attend the services. This provision will apply where the deceased was the stepfather or stepmother of the employee, provided the actual relationship between the employee and the deceased approximated that of a father or mother. Effective October 1, 1988, the stepchild of the employee will be added to this provision.

I.2. *Employees are granted time off with pay for attendance in court for jury duty or being subpoenaed as a witness.*

J. An employee after one year of continuous service shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that his service can be spared. During these leaves of absence, his seniority shall accumulate. If an employee overstays such leave, or if he accepts employment elsewhere during such leave, without consent of the Company, his employment with the Company shall be deemed to have terminated as of the date of his leave.

K. Regular employees who are members of the National Guard or the Reserves of the Armed Forces of the United States when called for training will be granted two weeks' leave of absence during a calendar year, with reimbursement amounting to the difference between normal earnings for basic scheduled time and the pay allowances, other than for travel, received from the Government for that period. Regular employees who are called to active duty will be reimbursed the difference between their normal earnings and the pay allowances, other than for travel, received from the Government for up to one year of active duty. Employees will also continue to receive benefits for up to 1 year while on active duty providing the employee pays the required employee contribution.

L. If it is necessary for an employee to immediately donate blood for a member of his immediate family or another employee, or a member of his family, such time off shall be granted without loss of basic scheduled time.

ARTICLE VIII, A.

ARTICLE VIII EMPLOYEE BENEFITS

A. The present Separation Allowance Plan will be continued in effect.

B.1.(a). The present Trusteed Pension Plan will be continued, with an amendment effective October 1, 2003, to provide (1) annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2003, or retiring on October 1, 2003 at 1.4% of the average gross annual earning of such employee for the 5-year period 1993 through 1997, multiplied by the number of years or fractions of years of service prior to January 1, 1998, and 1.4% of the gross earnings of such employee for the years and fractions of years of continuous service thereafter, and (2) an optional form of survivor benefits. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2003, method of benefit calculations.

B.1.(b). The present Trusteed Pension Plan will be continued, with an amendment effective October 1, 2004, to provide (1) annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2004, or retiring on October 1, 2004 at 1.4% of the average gross annual earning of such employee for the 5-year period 1994 through 1998, multiplied by the number of years or fractions of years of service prior to January 1, 1999, and 1.4% of the gross earnings of such employee for the years and fractions of years of continuous service thereafter, and (2) an optional form of survivor benefits. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2004, method of benefit calculations.

ARTICLE VIII, B.1.(c).

B.1.(c). The present Trusteed Pension Plan will be continued, with an amendment effective October 1, 2005, to provide (1) annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2005, or retiring on October 1, 2005 at 1.4% of the average gross annual earning of such employee for the 5-year period 1995 through 1999, multiplied by the number of years or fractions of years of service prior to January 1, 2000, and 1.4% of the gross earnings of such employee for the years and fractions of years of continuous service thereafter, and (2) an optional form of survivor benefits. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2005, method of benefit calculations.

B.2. Effective January 1, 1963, the Pension Plan has been amended to provide that interest on contributions under this Plan shall be computed at the rate of 2%, compounded annually, to January 1, 1963, and thereafter at the rate of 3%, compounded annually, beginning with the end of the Plan year in which the contributions were made. Effective December 16, 1972 for salary paid employees and December 18, 1972 for hourly paid employees, the Company and the Union agree that the appropriate changes shall be made, subject to the usual U.S. Treasury approval, to reduce from 1% to zero the employee's contribution to the Pension Plan. *All costs in maintaining the Pension Plan will be borne by the Company.*

B.3. Deleted October 1, 1987.

B.4. Effective October 1, 1971, appropriate changes shall be made, subject to the usual U.S. Treasury approval, to the Pension Plan to provide for a disability benefit.

B.5. Effective October 1, 2003, the one-year waiting period for a pre-retirement option election to take effect will be eliminated.

ARTICLE VIII, B.6.

B.6. Effective October 1, 1987, subject to the usual United States Treasury approval, the Company has amended the Trusteed Pension Plan to provide for no reduction in retirement benefit for early retirement at age 61, and five percent (5%) reduction per year for each year prior to age 61. Effective October 1, 1988, subject to the usual United States Treasury approval, the Company has amended the Trusteed Pension Plan to provide for early retirement at age 60, and a five percent (5%) reduction per year for each year prior to age 60.

B.7. Effective October 1, 1977, appropriate changes were made, subject to the usual U.S. Treasury approval, to the Retirement Plan to provide for the present spouse pre-retirement protection benefit for employees 55 years of age or older to be extended to include employees less than 55 years of age with 25 years or more of service. Effective October 1, 1979, the Company shall amend the Retirement Plan to eliminate the 0.3% pre-retirement charge for joint and 50% spouse survivorship benefits with a corresponding reduction in charge for other spouse options.

B.8. Effective for retirements occurring on or after October 1, 2003, the amount of the pension deduction to an employee electing either joint survivor Option B (100%) or C (50%) shall be reduced from 20% to 17% and 10% to 7% respectively of the normal benefit calculation. Option C selections between 50% and 100% will be pro-rated accordingly. Also employees will have the option to select a pension payment option, (Pop-Up) whereby if the participants spouse pre-deceases him/her, the payment option will revert to the single life annuity option. The participant's accrued benefit would decrease by 1% of the normal benefit calculation.

B.9. No Early Retirement reduction factor shall be applicable to the pension benefit calculated for any Spouse Option in effect under the Retirement Plan for any vested employee who dies in active service on or after October 1, 1985.

B.10. Effective October 1, 1985, there shall be no reduction factor applicable for the survivor protection provided employees by the pre-retirement spousal protection provisions of the Retirement Equity Act (REA).

ARTICLE VIII, B.11.

B.11. Effective October 1, 1987 appropriate changes shall be made, subject to the usual Internal Revenue Service approval, to the Pension Plan to provide a Cash Balance Feature for all active regular employees on the payroll October 1, 1987. The cash balance feature will be calculated for each such employee based on the 5% of the straight time earnings for the period October 1, 1986 through September 30, 1987. Straight time earnings for an eligible employee will be determined by dividing straight time earnings actually received during the period by actual straight time hours, then multiplied by 2080 hours. For eligible employees with partial service, during the specified time period, the cash balance calculation will be adjusted to reflect such partial service based on straight time earnings for the actual period worked. Eligible employees who are not at work during portions or all of the specified time period due to compensable injury or excused for legitimate Union business shall have the cash balance calculation adjusted to reflect such periods. Cash Balance Benefits are payable only to employees who are or become vested, and not available in any manner or under any circumstances to an active employee. In the event the cash balance feature is not approved by the Internal Revenue Service, the Company and Union will meet to negotiate the value of the cash balance feature into other equivalent Pension Plan improvements.

B.12. The early retirement penalty to a qualified survivor of a disabled employee will be eliminated with the understanding that immediately following contract ratification, the Company and the Union will meet to discuss amendments to the Retirement Plan to:

1. Provide provisions now required by law; and
2. Facilitate administration for those provisions.

Qualified survivors of retirees on disability retirement as of October 1, 1994, are also eligible for the elimination of the early retirement penalty.

ARTICLE VIII, B.13.

B.13. Regular full-time bargaining unit employees who have 10 or more years of Company service and have attained the age of 58 as of April 1, 1997 shall be eligible to participate in a special retirement program. Where operating conditions dictate, the Company may limit the timing of the retirements, but all employees who elect this option will be allowed to retire no later than December 31, 1997 and the early retirement penalty will be eliminated for purposes of this special retirement option only.

B.14. The past service multiplier will be increased from 1.4% to 1.5% of the average gross annual earnings of all eligible employees for the five year period 1989 – 1993. A \$400 per month supplement to age 62, or 12 months at the option of the participant, will also be provided.

C.1. Effective October 1, 1971, coverage for student dependents to age 23 and disabled dependents to any age, and improved laboratory, pathology and outpatient benefits are to be added to the Health Insurance Plan. Effective October 1, 1979, alcohol and drug rehabilitation will be included in the Health Insurance Plan.

C.2.(a). Effective January 1, 2004, the Company agrees to provide a Preferred Provider Organization ("PPO Plan") to employees, and to provide a prescription drug benefits plan with a twenty percent (20%) co-insurance payment by employees, with a maximum out of pocket expense of \$500 per individual and \$1,000 per family. When a generic drug is available and the employee elects to have their prescription filled with a brand prescription, the employee will be responsible for paying the differential in cost between the generic and brand drug in addition to the twenty percent (20%) coinsurance.

C.2.(b). Effective January 1, 2004, the Company will pay one hundred percent of the applicable monthly premium.

C.2.(c). Effective January 1, 2005, the employee will pay seven and one half percent (7.5%) of the applicable monthly premium.

C.2.(d). Effective January 1, 2006, the employee will pay fifteen percent (15%) of the applicable monthly premium.

C.2.(e). Spouses of retired union employees will be able to continue in the PPO until the spouse reaches age 65 and will pay the applicable retiree dual or family contribution rate.

ARTICLE VIII, C.2.(f).

C.2.(f). Effective January 1, 2004, employees who elect not to enroll in a Company provided health care plan will be paid \$75.00 per month provided they show proof of coverage by a non-Duquesne Light health care program.

C.3. Temporary employees carried on the Company's payroll for a period of four or more months shall be eligible to participate in the Health Insurance and Dental Plans.

C.4. Effective October 1, 1979, those employees who retire early (prior to age 65) and those employees who, prior to age 62, have been placed on total and permanent disability will be included in the Health and Dental Benefit Plans until the employee reaches the age of 65 and will be charged the applicable retired participant's contribution for the classification under which they enrolled.

C.5. The PPO Plan will have a lifetime maximum benefit for each individual covered of \$1.5 million dollars.

C.6. The Company agrees to provide Dental Coverage through a Preferred Dental Provider Program. Employee contributions will be 10% of the premium rate.

D. The Company's policies with regard to Non-Occupational Illness or Injury shall continue, subject to the following amendments:

1. Effective January 1, 1978, regular employees with continuous service of less than five years will not be paid benefits for the equivalent of two full workdays for any absence exceeding two full workdays and will not be paid benefits for any time lost for any absence of two or less than two full workdays.
2. Effective January 1, 2004, regular employees with continuous service of five years or more but less than fifteen years will receive full pay for the first occasion in accordance with the terms and conditions of the present Non-Occupational Illness or Injury Plan. For the second occasion and all subsequent occasions during the then current twelve month period, employees will not be paid for the equivalent of two full workdays and will not be paid benefits for any time lost for any absence of two or less than two full workdays.

ARTICLE VIII, E.1.

The current twelve-month period shall be that period immediately preceding the date of the current illness. Partial days shall be charged as occasions. Employees may be excused without pay for partial days if they so request.

E.1. Effective October 1, 1977, an eligible employee is entitled to \$4,200 of Non-Contributory Group Life Insurance and in addition may elect to participate in the Contributory Group Life Insurance Plan. Effective January 1, 1981, an eligible employee is entitled to \$5,000 of Non-Contributory Group Life Insurance and may elect to participate in the Contributory Group Life Insurance Plan. Under the Contributory Group Life Insurance Plan, an employee must take total Group Life Insurance in an amount equal to one and one-half times his annual base earnings.

This amount includes the \$4,200 (\$5,000 on or after January 1, 1981) of Non-Contributory Group Life Insurance. Effective October 1, 1979, the employee's cost of the Contributory Group Life Insurance is at the rate of forty-five cents (45¢) per month for each \$1,000 of contributory insurance carried. Effective October 1, 1980, the employee's cost of the Contributory Group Life Insurance shall be at the rate of forty cents (40¢) per month for each \$1,000 of contributory insurance carried. Upon retirement of an employee, prior to January 1, 1981, the Company will continue to carry \$4,200 Non-Contributory Group Life Insurance. Upon retirement of an employee on or after January 1, 1981, the Company will continue to carry \$5,000 of Non-Contributory Group Life Insurance.

E.2. Effective July 1, 1991 the Company will make available to all Bargaining Unit employees the opportunity to purchase additional life insurance, through a Group Universal Life Program, at no cost to the Company.

F. Upon the attainment of the 20th, 25th, 30th, 35th, 40th, 45th year of service with the Company, each employee will be given a United States Government Bond in the face amount hereinafter specified:

20 years	\$ 25 Bond
25 years	\$ 50 Bond

ARTICLE VIII, G.

30 years	\$ 50 Bond
35 years	\$100 Bond
40 years	\$100 Bond
45 years	\$100 Bond

Effective January 1, 1980, upon the attainment of the 20th, 25th, 30th, 35th, 40th and 45th year of service with the Company, each employee will be given the following United States Government Bond(s):

	Purchase Price	Face Value
20 years	\$25	\$ 50
25 years	\$25	\$ 50
30 years	\$50	\$100
35 years	\$75	\$150
40 years	\$75	\$150
45 years	\$75	\$150

G. The Disability Allowance Plan effective as of January 1, 1957, and revised December 7, 1961, will be continued in effect.

H.1. Effective January 1, 1989, a 401K Plan will be made available to all regular employees.

H.2. Effective January 1, 1995, for each dollar the participant in the plan contributes up to 4% of their annual salary, the Company will also contribute \$.25 cents in Common Stock. An additional \$.25 cents performance match will be paid to Bargaining Unit employees based on targets reached within the Strategic Business Unit ("SBU"). Should a Union local and management of an SBU fail to reach agreement on such target, the target for that SBU will be the same as for management employees. The Union acknowledges that management's target is set by the Company's Board of Directors and can be changed unilaterally and without notice by the Board.

H.2.(a). The Company agrees to consider additional investment options to make available to the employees who participate in the 401(k) Plan.

ARTICLE VIII, I.

I. Effective July 1, 1991 Union employees will be eligible to participate in Company sponsored Flexible Spending Accounts (FSA). This is a voluntary, employee contribution plan designed to enable employees to reimburse themselves, using pre-taxed dollars, for those health care and dependent/day care expenses that are not covered by any other medical plan.

J. Effective January 1, 2004, employees may elect to deduct from their pay up to one hundred dollars (\$100) per month in qualified mass transit expenses and, additionally, up to one hundred and ninety (\$190) per month in qualified parking expenses with pre-tax dollars. Qualified mass transit expenses include the costs of any passes, tokens, farecards, or other items that entitle an employee to use mass transit for travel to/from work. Qualified parking expenses include the costs of parking a vehicle either near the employee's work site or at a location from where the employee commutes to work (e.g., park-and-ride lots, train station parking, etc.). Car service, taxis, tolls, and gas are not qualified expenses. The program will be an advance-purchase program, which means that an employee's transportation expense will be deducted for the next month. For example, a January deduction will pay for February transit item. All other qualified transportation expenses may be submitted by completing a *Taxable Income Reduction Form* and attaching original receipts; the employee's taxable income will be reduced by this amount. Transportation benefits that are offered through payroll deduction may not be submitted before reduction. The Company may have to change this benefit from time to time to comply with federal or state law, with the Company retaining the option to make any changes at any time to this benefit as required for legal compliance.

ARTICLE IX GRIEVANCES-ARBITRATION

A. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation, application, or operation of any provision of this Agreement, not specifically settled in said Agreement, both parties shall endeavor to settle these in the simplest and most direct manner. It is understood and agreed that any matter relating to the interpretation of this Agreement or a modification of the terms of this Agreement will be settled only with the Union representatives. The procedure shall be as follows (unless any step or steps thereof are waived, combined, or extended by mutual consent):

ARTICLE IX, B.

B. FIRST: Between one or more of the employees and his or their foreman or immediate supervisor, with or without a Union representative, or by a Union representative, to such foreman or supervisor. A reply to a grievance of any nature shall be given within three days (exclusive of Saturdays, Sundays and holidays).

C. SECOND: Between not more than five members of the Local Union's Grievance Committee, and the manager or designated representative. The grievance shall be in writing and a copy sent to Human Resources. A reply will be given, if possible, at the meeting in which it is presented, but in no event shall a reply be given later than within ten days (exclusive of Saturdays, Sundays and holidays). The answer shall be confirmed in writing within five calendar days thereafter. The original will be sent to the appropriate Union Business Representative and a copy will be sent to the Union office. If the grievance is not presented in this step within 45 calendar days after its occurrence, it shall no longer be considered as existing.

D. THIRD: Between not more than five (5) representatives of Local Union 29 and the Unit Head or his designated representative. A representative of the International President of the Union may participate in the settlement of the grievance. A reply will be given within 15 calendar days and it shall be confirmed in writing within ten days thereafter (exclusive of Saturdays, Sundays and holidays). If the grievance is not presented in this step within 45 calendar days after the reply was given in the second step, it shall no longer be considered as existing.

ARTICLE IX, E.

E. **FOURTH:** If the dispute or grievance is not settled in the third step above, either party may refer the matter to Arbitration. The Party desiring arbitration shall, within ten (10) days after the reply given in the third step, inform the other party in writing. Within (10) working days after receipt of the appeal to arbitration a representative of the union and a representative of the company will meet and endeavor to agree upon a settlement of the matter in dispute. If a settlement is not reached the parties will attempt to mutually agree upon an arbitrator. If no agreement is reached within (10) working days, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a list of eleven (11) suggested arbitrators from among whom the arbitrator shall be selected. The time limitations herein expressed are exclusive of Saturdays, Sundays and holidays and may be extended by mutual agreement of the Union and the Company. All grievances presented at this step of the grievance process must be scheduled for arbitration, settled, withdrawn or otherwise resolved within eighteen (18) months from the date either party moved the grievance to arbitration.

F.1. If after the first step of the grievance procedure either party exceeds the required time limits set forth herein, or any extensions, that party's position is forfeited.

F.2. The arbitration hearing shall be scheduled at the earliest possible date. The decision of the arbitrator shall be submitted to the parties in writing and shall be final and binding upon the parties for the duration of the agreement.

F.3. Expenses of the arbitrator and all general expenses of the arbitration shall be borne equally by the parties.

G. Members of the Grievance Committee not exceeding five in number shall be allowed the necessary time off, without loss of scheduled pay, to discuss grievances and mutual problems with the Company, up to and including the third step.

ARTICLE IX, H.

H. Should an employee be suspended or discharged he shall be entitled to a hearing, starting with the third step above, and the case shall be disposed of promptly. If it is determined that the suspension or discharge is in violation of the terms of this Agreement, the employee shall be restored to his former position and status without loss of pay. In the event that the matter is appealed to the fourth step and the specific grievance is not settled by the Company-Union representatives, the following procedure shall be utilized in the selection of the impartial arbitrator:

1. The name of each arbitrator on a mutually agreed upon list, selected in accordance with Par. (4) of this section shall be placed in a hat and the party desiring arbitration shall pick one name from the hat. The individual whose name is selected shall act as impartial arbitrator to hear and determine the specific disciplinary grievance.
2. The same procedure shall be followed in the next specific disciplinary grievance but the name of the arbitrator selected in the first case shall be omitted from the names of approved arbitrators placed in the hat.
3. The same procedure shall thereafter be followed in each separate subsequent case until the list is exhausted, after which the procedure as outlined above shall be repeated, unless the Company or the Union desire that a new list of impartial arbitrators be selected, in which event the procedure set forth in paragraph (4) of this Section will be followed for the selection of the new list of impartial arbitrators.
4. The Company and the Union will select a mutually agreed upon list of no less than six (6) arbitrators. If they are unable to agree on a complete list, they shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of qualified arbitrators equal to double the number to complete the list. If the parties cannot mutually agree on the remaining arbitrators, the Company and the Union shall by lot determine the order in which they will strike names and then in order shall alternately strike names from the list until only the required number of names remain. Such selected list shall thereupon constitute the approved list of arbitrators to serve for the balance of this Agreement.

ARTICLE IX, I.

When an employee has a clear record for three years of no disciplinary action having been taken against him, the Company in imposing discipline on a current charge will not take into account prior disciplinary action which occurred more than three years previously.

I. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled these may be submitted to the grievance procedure starting with the third step above. Complaints of a general nature may be submitted directly to Local Union 29.

J. When after full discussion at the Unit level, agreement cannot be reached between the Union and the Company on an established rate for a new or existing Union-represented job, the Company agrees to waive the first two steps of the grievance procedure and proceed to the third step.

K. The backlog of grievances filed prior to October 1, 2003 will be resolved no later than September 30, 2006. The parties will meet once a month beginning in January 2004 to resolve these grievances. For each month that a meeting is not held the September 30, 2006 date will be extended by one month. Within ten (10) working days of each meeting, the grievances discussed at such meeting will be either withdrawn, settled, or scheduled for arbitration.

ARTICLE X NO STRIKE - NO LOCKOUT

The Company will not engage in any lockout during the terms of this Agreement.

The Union will not authorize any strike during the term of this Agreement and the Union and the employees shall not participate in or encourage any strike, interference with production, or refusal to carry out work assignments.

The Union and its representatives will make a sincere active effort to prevent any strike or interference with production and if any employees engage in any strike, interference with production, or refusal to carry out work assignments during the terms of this Agreement, the Union and its representatives will forthwith make a sincere active effort to have work resumed at the normal rate, and if the Union and its representatives take such action there shall be no further liability upon the Union and its

ARTICLE XI

representatives for such incidents. Should such strike, interference with production, or refusal to carry out work assignments then continue, the employee participating therein shall be subject to discipline or discharge.

ARTICLE XI PERIOD OF AGREEMENT

The provisions of this Agreement shall be placed in effect by the Union and the Company as soon as possible after the execution hereof, and the Agreement shall be considered to be effective, except as otherwise herein provided, from October 1, 2003, to September 30, 2006, and from year to year thereafter unless either party shall have given written notice to the other of its desire to modify or terminate the Agreement at least sixty (60) days prior to September 30 in any subsequent year.

ARTICLE XII DRUG FREE WORKPLACE

Effective June 1, 1994, Company wide random drug testing will be instituted with 50% of total employees on a yearly basis.

1. An employee's first positive drug test will result in a 30 day suspension and he/she must enter and successfully complete rehabilitation. Failure to enter or successfully complete rehabilitation will result in immediate termination.

There will be a three (3) year period that the employee will be subject to periodic drug testing. If tested positive for any reason in that three (3) year period, the employee will be terminated immediately.

2. An employee's second positive drug test subsequent to No. 1 will result in a 60 day suspension and he/she must enter and successfully complete rehabilitation. Failure to enter or successfully complete rehabilitation will result in immediate termination.

There will be a three (3) year period that the employee will be subjected to periodic drug testing. If tested positive for any reason in that three (3) year period, the employee will be terminated immediately.

ARTICLE XII, 3.

3. An employee who tests positive for a third time will be immediately terminated.
4. Employees tested positive under "for cause" testing will be treated as above.
5. The Company will maintain a split sample of all employees tested.
6. The drugs and levels listed below are the only drug and levels to be used unless changed by Federal or State Regulations.

DRUGS	INITIAL VALUES	CONFIRMATION
Marijuana Metabolites	100	15
Cocaine Metabolites	300	150
Opiates	300	300
Phencyclidine	25	25
Amphetamines	1000	500

Alcohol will not be part of this Agreement except when required by Federal/State Regulations, or as part of "for cause testing".

ARTICLE XIII SUCCESSOR CLAUSE

The Company agrees that if there is any change of ownership of the Company or any part thereof, including but not limited to sale, merge, lease, transfer, assignment or asset sale the Company will not lay off any represented employees, even under Article IV, J.2 of the Labor Agreement. Furthermore, as a condition of such change of ownership, the Company agrees to require the New Owner ("Owner") to:

1. Offer employment to all represented employees in their classification, including any employees absent from active service by reason of Company sick leave or other leave of absence, whether paid or unpaid.
2. Acknowledge that this change in ownership is not an extraordinary circumstance under Article IV, J.2 of the contract for the Owner.

ARTICLE XIII, 3.

3. Recognize the Union or its successor as the exclusive bargaining agent for all those Company employees who become employees of the new owner.

4. Become a party to and otherwise assume the Labor Agreement, including all its job security and seniority provisions, and all other Company-Union written agreements currently in effect.

5. Recognize each employee's service with the Company for the purpose of determining eligibility for benefits such as vacation, NOI&I, pension calculation and other benefits determined by service time.

WITNESS the due execution hereof this 9th day of October, 2003.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

**Local Union 29
Timothy J. Moran
Business Manager**

**Local Union 29
Edward Laughlin
Executive Board**

**Local Union 29
James Britsch
Business Representative**

**Local Union 29
Lisa Stoehr
Executive Board**

**Local Union 29
Nickolas Spehar
Business Representative**

**Local Union 29
Robert Harrold
Executive Board**

**Local Union 29
Len Aleski
Business Representative**

DUQUESNE
LIGHT COMPANY

Maureen L. Hogel
Senior Vice President &
Chief Legal and Administrative Officer

Fred Eichenmiller
General Manager
Operations & Underground

Edward Karpinski
General Manager
Customer Service

Maureen M. Lison
General Manager
Human Resources & Benefits

Samuel McMutrie
General Manager
Accounting & Financial Systems

Frank Bossola
Manager
Service Center

David Hershberger
Manager
Employee & Labor Relations

Duquesne Light Company

Unit No. 1

Exhibit A

Administrative Services Group General Services Unit

Job Title	Step
Automotive Crane Operator	6
Building Maintenance Helper	3
Building Mechanic:	
Brickmason, 1 st Class	7
Brickmason, 2 nd Class	4.1
Carpenter, 1 st Class	7
Carpenter, 2 nd Class	4.1
Electrician, 1 st Class	7
Electrician, 2 nd Class	4.1
Painter, 1 st Class	7
Painter, 2 nd Class	4.1
Plasterer & Cement Finisher, 1 st Class	7
Plasterer & Cement Finisher, 2 nd Class	4.1
Plumber & Steamfitter, 1 st Class	7
Plumber & Steamfitter, 2 nd Class	4.1
Refrigeration & Sign Maintenance, 1 st Class	7
Refrigeration & Sign Maintenance, 2 nd Class	4.1
Roofer & Sheetmetal Worker, 1 st Class	7
Roofer & Sheetmetal Worker, 2 nd Class	4.1
Building Service Attendant	6
Building Service Helper	3
*Certified Welder	8.1
Electro-Mechanical Building Technician	8.7
Electro-Mechanical Building Technician 1 st Class	7.4
Electro-Mechanical Building Technician 2 nd Class	4.2
General Building Mechanic:	
Brick, Cement & Plasterer	8.2
Carpenter	8.2
Electrician	8.2
Painter	8.2
Plumber & Steamfitter	8.2
Refrigeration & Sign Maintenance	8.2
Roofer & Sheetmetal Worker	8.2
Instrument & Relay Mechanic	7

Janitor	1
Lab Technician	7.4
Laborer	1
Machinist, 1 st class	8.1
Maintenance Mechanic	7
Maintenance/Arch Bldg Mech Technician	8.7
Maintenance/Arch Bldg Mech 1 st Class Tech	7.4
Maintenance/Arch Bldg Mech 2 nd Class Tech	4.2
Metal Worker	7.4
Meter & Laboratory Technician	8.2
Meter Machinist	6
Meter & Measurement Technician	8.2
Meterman	5
Meterman Helper	3
Meterman Senior	7
Pole Truck Driver	5
Pole Yard Section Head	6
Rigger Crew Leader	9
Section Head	5
Semi-Trailer Truck Driver	4
Senior Meter & Laboratory Technician	9
Senior Section Head-Salvage	6
Shop Helper	3
Shop Mechanic:	
Blacksmith, 1 st Class	7
Equipment Maintenance, 1 st Class	7
Equipment Maintenance, 2 nd Class	4.1
Metal Worker, 1 st Class	7
Metal Worker, 2 nd Class	4.1
Rigger, 1 st Class	7
Rigger, 2 nd Class	4.1
Welder, 1 st Class	7.1
Welder, 2 nd Class	4.1
Shop Technician	7.4
Stockman	4
Stockman Helper	3
Substation Building Mechanic	6
Tractor Operator	5
Transformer Mechanic, 1 st Class	8.1
Transformer Mechanic, 2 nd Class	5.1
Truck Driver	3.2

Marketing and Customer Service Group

Apprentice OH	*
Apprentice UG	*
Cable Installer	4
Cable Installer Helper	3
Cable Splicer, 1 st Class	8.1
Cable Splicer, 2 nd Class	5.1
Cable Tester, 1 st Class	8.2
Cable Tester, 2 nd Class	5.1
Driver Helper	3.3
Equipment Attendant	5
Equipment & Material Handler	4
Equipment Operator T&D	5.1
Field Inspector	6
General Meter Technician	9.1
Janitor	1
Journey Hot Stick Lineworker	9.2
Journey Splicer	9.1
Line Crew Leader	9.1
Lineworker Helper	3
Lineworker, 2 nd Class	5.1
Meter Technician	5
Network Operator	8.2
Overhead Line Patroller	4
Radio & TV Interference Technician	8
Service Crew leader	8.2
Senior Hot Stick Lineworker	9.5
Senior Meter Technician	8.1
Senior Operator	9.5
Senior Splicer	9.4
Senior Underground Mechanic	5.2
Shop Helper	3
Street Light Changer	6
Transformer Vault Mechanic	5.3
Troubleshooter	9.05
Troubleshooter 1 st Class	9.3
Underground Cable Inspector	6
Underground Crew Leader	9.1
Underground Inspector	9.1
Underground Mechanic	5
Underground Service Person	6.2

* Pay For Skill

Nuclear Group

Crane Operator	7.2
Driver Helper	3.3
Electrician, 1 st Class	8.1
Electrician, 2 nd Class	5.1
House & Yard Laborer	1
Machinist, 1 st Class	8.1
Machinist, 2 nd Class	5.1
Mechanic, 1 st Class	8.2
Mechanic, 2 nd Class	5.1
Meter & Control Repairman, 1 st Class	8.2
Meter & Control Repairman, 2 nd Class	5.1
Nuclear Control Operator	N9
Nuclear Operator	N3/N8
Radiation Technician	8.2
Radiation Technician 2 nd Class	5.1
Start-Up Operator	8.1
Stockman	4
Tool Room Attendant	4
Welder, 1 st Class	8.1
Welder, 2 nd Class	5.1

Power Supply Group Fossil Generation Unit

Ash Operator	7.2
Ash Processor	5.1
Boiler Attendant	3.2
Boiler Auxiliary Attendant	5
Boiler Operator	8.1
Coal & Ash Handler	3.2
Coal & Ash Handler Cheswick	5
Coal & Ash Laborer	2
Electrician, 1 st Class	8.1
Electrician, 2 nd Class	5.1
Electrician Helper	3
Field Laboratory Helper	4
Fossil Plant Attendant	F4
Fossil Plant Operator	F8
Hoist Operator	7.2
House & Yard Laborer	1
Machinist, 1 st Class	8.2
Machinist, 2 nd Class	5.1

Mechanic, 1 st Class	8.1
Mechanic, 2 nd Class	5.1
Mechanic Helper	3
Meter & Control Repairman, 1 st Class	8.2
Meter & Control Repairman, 2 nd Class	5.1
Plant Operator Phillips	7
Pump Attendant	5
Scrubber Plant Attendant	5
Scrubber Plant Operator	7
Station Operator	8.8
Station Operator Apprentice	F8.1
Station Operator B I	8.1
Switchboard Operator	8.1
Tool Room Attendant	4
Turbine Operator	8.1
Turbine Attendant	3.3
Welder, 1 st Class	8.1
Welder, 2 nd Class	5.1

System Operations &
Telecommunications Unit

District Operator	7.3
District Substation Operator	7.2
Electrical Equipment Technician, 1 st Class	8.8
Electrical Equipment Technician, 2 nd Class	5.1
Electronic Technician, 1 st Class	8.8
Electronic Technician, 2 nd	5.2
Electronic & Control Tech., 2 nd Class	5.1
Junior Traveling Operator	5
Laborer	1
Protection and Control Technician 1 st Class	9.1
Protection and Control Technician 2 nd Class	6
Senior Electrical Equipment Technician	9.3
Senior Electronic Technician	9.5
Senior Protection and Control Technician	9.5
Senior System Equipment Technician	9.3
Substation Laborer	1
Transformer Field Crew Leader	9
Traveling Operator	9
Traveling Operator 1 st Class	9.3
Yard Group Leader	3.1

**DUQUESNE LIGHT COMPANY UNIT NO. 1-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2003**

STEP		AT ANNUAL INTERVALS				
		START	1ST	2ND	3RD	4TH
1	BEFORE 10/1/83	\$15.31	\$16.28	\$16.74		
1	*AFTER 10/1/83*	\$14.52	\$15.47	\$15.93		
2		\$17.13	\$17.37	\$17.51		
3		\$17.13	\$17.45	\$18.05	\$18.30	\$18.84
3.1		\$18.05	\$18.30	\$18.84		
3.2		\$18.30	\$18.62	\$18.84		
3.3		\$18.30	\$18.84	\$19.38		
3.4		\$18.94	\$19.24	\$19.38		
4		\$19.37	\$19.73	\$20.06		
4.1		\$19.37	\$19.73	\$20.06	\$20.36	\$20.73
5		\$20.73	\$21.10	\$21.28		
5.05		\$20.73	\$21.10	\$21.28	\$21.66	
5.1		\$20.73	\$21.10	\$21.28	\$21.66	\$22.24
5.2		\$20.59	\$21.10	\$21.66	\$22.33	\$22.95
5.3		\$21.28	\$21.66	\$22.24	\$22.52	\$22.95
6		\$22.24	\$22.53	\$22.95		
6.1		\$22.38	\$23.14	\$23.90		
7		\$22.53	\$23.02	\$23.45	\$24.02	\$24.27
7.1		\$22.95	\$23.10	\$23.45	\$24.02	\$24.27
7.2		\$23.45	\$24.02	\$24.27		
7.3		\$24.09	\$24.34	\$24.56		
7.4		\$24.09	\$24.34	\$24.56	\$24.67	
8		\$23.10	\$24.02	\$24.73	\$25.30	\$26.17
8.1		\$24.02	\$24.38	\$24.73	\$25.30	\$26.17
8.2		\$24.73	\$25.30	\$26.17		
8.3		\$25.15	\$25.56	\$26.36		
8.8		\$24.73	\$25.30	\$26.17	\$26.39	\$26.81
9		\$26.39	\$26.81	\$26.94		
9.05		\$26.64	\$27.13	\$27.30		
9.1		\$26.81	\$27.40	\$27.94		
9.2		\$27.16	\$27.69	\$28.35		
9.3		\$27.40	\$28.05	\$28.61		
9.4		\$29.86				
9.5		\$30.03				

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP 1
SHALL BE PAID AT THE RATE OF \$14.52 PER HOUR

DUQUESNE LIGHT COMPANY UNIT NO. 1-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2004

STEP		AT ANNUAL INTERVALS				
		START	1ST	2ND	3RD	4TH
1	BEFORE 10/1/83	\$15.77	\$16.77	\$17.24		
1	*AFTER 10/1/83*	\$14.96	\$15.93	\$16.41		
2		\$17.64	\$17.89	\$18.04		
3		\$17.64	\$17.97	\$18.59	\$18.85	\$19.41
3.1		\$18.59	\$18.85	\$19.41		
3.2		\$18.85	\$19.18	\$19.41		
3.3		\$18.85	\$19.41	\$19.96		
3.4		\$19.51	\$19.82	\$19.96		
4		\$19.95	\$20.32	\$20.66		
4.1		\$19.95	\$20.32	\$20.66	\$20.97	\$21.35
5		\$21.35	\$21.73	\$21.92		
5.05		\$21.35	\$21.73	\$21.92	\$22.31	
5.1		\$21.35	\$21.73	\$21.92	\$22.31	\$22.91
5.2		\$21.21	\$21.73	\$22.31	\$23.00	\$23.64
5.3		\$21.92	\$22.31	\$22.91	\$23.20	\$23.64
6		\$22.91	\$23.21	\$23.64		
6.1		\$23.05	\$23.83	\$24.62		
7		\$23.71	\$23.71	\$24.15	\$24.74	\$25.00
7.1		\$23.64	\$23.79	\$24.15	\$24.74	\$25.00
7.2		\$24.15	\$24.74	\$25.00		
7.3		\$24.81	\$25.07	\$25.30		
7.4		\$24.81	\$25.07	\$25.30	\$25.41	
8		\$23.79	\$24.74	\$25.47	\$26.06	\$26.96
8.1		\$24.74	\$25.11	\$25.47	\$26.06	\$26.96
8.2		\$25.47	\$26.06	\$26.96		
8.3		\$25.90	\$26.33	\$27.15		
8.8		\$25.47	\$26.06	\$26.96	\$27.18	\$27.61
9		\$27.18	\$27.61	\$27.75		
9.05		\$27.44	\$27.94	\$28.12		
9.1		\$27.61	\$28.22	\$28.78		
9.2		\$27.97	\$28.52	\$29.20		
9.3		\$28.22	\$28.89	\$29.47		
9.4		\$30.76				
9.5		\$30.93				

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP 1
SHALL BE PAID AT THE RATE OF \$14.96 PER HOUR

DUQUESNE LIGHT COMPANY UNIT NO. 1-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2005

		AT ANNUAL INTERVALS				
STEP		START	1ST	2ND	3RD	4TH
1	BEFORE 10/1/83	\$16.32	\$17.36	\$17.84		
1	*AFTER 10/1/83*	\$15.48	\$16.49	\$16.98		
2		\$18.26	\$18.52	\$18.67		
3		\$18.26	\$18.60	\$19.24	\$19.51	\$20.09
3.1		\$19.24	\$19.51	\$20.09		
3.2		\$19.51	\$19.85	\$20.09		
3.3		\$19.51	\$20.09	\$20.66		
3.4		\$20.19	\$20.51	\$20.66		
4		\$20.65	\$21.03	\$21.38		
4.1		\$20.65	\$21.03	\$21.38	\$21.70	\$22.10
5		\$22.10	\$22.49	\$22.69		
5.05		\$22.10	\$22.49	\$22.69	\$23.09	
5.1		\$22.10	\$22.49	\$22.69	\$23.09	\$23.71
5.2		\$21.95	\$22.49	\$23.09	\$23.81	\$24.47
5.3		\$22.69	\$23.09	\$23.71	\$24.01	\$24.47
6		\$23.71	\$24.02	\$24.47		
6.1		\$23.86	\$24.66	\$25.48		
7		\$24.02	\$24.54	\$25.00	\$25.61	\$25.88
7.1		\$24.47	\$24.62	\$25.00	\$25.61	\$25.88
7.2		\$25.00	\$25.61	\$25.88		
7.3		\$25.68	\$25.95	\$26.19		
7.4		\$25.68	\$25.95	\$26.19	\$26.30	
8		\$24.62	\$25.61	\$26.36	\$26.97	\$27.90
8.1		\$25.61	\$25.99	\$26.36	\$26.97	\$27.90
8.2		\$26.36	\$26.97	\$27.90		
8.3		\$26.81	\$27.25	\$28.10		
8.8		\$26.36	\$26.97	\$27.90	\$28.13	\$28.58
9		\$28.13	\$28.58	\$28.72		
9.05		\$28.40	\$28.92	\$29.10		
9.1		\$28.58	\$29.21	\$29.79		
9.2		\$28.95	\$29.52	\$30.22		
9.3		\$29.21	\$29.90	\$30.50		
9.4		\$31.84				
9.5		\$32.01				

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP 1
SHALL BE PAID AT THE RATE OF \$15.48 PER HOUR

DUQUESNE LIGHT COMPANY UNIT NO.1-WAGE SCHEDULE
 SKILL BASED POSITIONS EFFECTIVE OCTOBER 1, 2003
 INCREASES BASED UPON DEMONSTRATED SKILL LEVELS

STEP	SKILL LEVEL	A	B	C	D	E	F	G	H
4.2		\$18.82	\$19.22	\$19.59	\$19.97	\$20.35	\$20.73		
5		\$18.26	\$19.00	\$19.76	\$20.52	\$21.28	\$21.77		
5.3		\$20.73	\$21.28	\$21.86	\$22.42	\$22.95			
6		\$17.51	\$18.17	\$18.84	\$19.53	\$20.19	\$20.86	\$21.54	\$22.97
7.4		\$20.73	\$21.90	\$23.09	\$24.31	\$24.56	\$24.67		
8		\$23.56	\$24.19	\$24.90	\$25.60				
8.7		\$24.67	\$25.10	\$25.62	\$26.17	\$26.39	\$26.81		
9		\$26.34	\$27.08	\$27.83	\$28.58	\$29.29	\$30.03		

DUQUESNE LIGHT COMPANY UNIT NO.1 WAGE SCHEDULE
 PAY SCHEDULE FOR OVERHEAD AND UNDERGROUND SKILL
 BASED POSITIONS EFFECTIVE AS OF OCTOBER 1, 2003
 MEMORANDUM OF AGREEMENT LOCALS 140 AND 148
 DATED FEBRUARY 8, 1994
 INCREASES BASED UPON DEMONSTRATED SKILL LEVELS

TRAINING UNIT		1	2	3	4	5	6
SKILL LEVEL		A	B	C	D	E	F
STEP							
APPRENTICE							
	OH	\$18.30	\$19.38	\$20.06	\$21.66	\$22.95	\$25.15
9.4	UG	\$28.85	\$29.44	\$29.86			
9.5	OH	\$28.85	\$29.44	\$30.03			

UNDERGROUND SKILL LEVELS

TRAINING UNIT		1	2	3	4	5	
SKILL LEVEL		G	H	I	J	K	
STEP							
APPRENTICE							
	UG	\$18.30	\$19.38	\$20.06	\$21.10	\$22.24	
TRAINING UNIT		6	7	8	9	10	11
SKILL LEVEL		U	V	W	X	Y	Z
STEP							
9.1	UG	\$22.95	\$24.05	\$25.15	\$25.56	\$27.37	\$27.94
TRAINING UNIT					7	8	9
SKILL LEVEL					X	Y	Z
STEP							
9.2	OH				\$25.56	\$27.37	\$28.35

DUQUESNE LIGHT COMPANY UNIT NO.1-WAGE SCHEDULE
 SKILL BASED POSITIONS EFFECTIVE OCTOBER 1, 2004
 INCREASES BASED UPON DEMONSTRATED SKILL LEVELS

STEP	SKILL LEVEL	A	B	C	D	E	F	G	H
4.2		\$19.38	\$19.80	\$20.18	\$20.57	\$20.96	\$21.35		
5		\$18.81	\$19.57	\$20.35	\$21.14	\$21.92	\$22.42		
5.3		\$21.35	\$21.92	\$22.52	\$23.09	\$23.64			
6		\$18.04	\$18.72	\$19.41	\$20.12	\$20.80	\$21.49	\$22.19	\$23.66
7.4		\$21.35	\$22.56	\$23.78	\$25.04	\$25.30	\$25.41		
8		\$24.27	\$24.92	\$25.65	\$26.37				
8.7		\$25.41	\$25.85	\$26.39	\$26.96	\$27.18	\$27.61		
9		\$27.13	\$27.89	\$28.66	\$29.44	\$30.17	\$30.93		

DUQUESNE LIGHT COMPANY UNIT NO.1 WAGE SCHEDULE
 PAY SCHEDULE FOR OVERHEAD AND UNDERGROUND SKILL
 BASED POSITIONS EFFECTIVE AS OF OCTOBER 1, 2004
 MEMORANDUM OF AGREEMENT LOCALS 140 AND 148
 DATED FEBRUARY 8, 1994
 INCREASES BASED UPON DEMONSTRATED SKILL LEVELS

TRAINING UNIT		1	2	3	4	5	6
SKILL LEVEL		A	B	C	D	E	F
STEP							
APPRENTICE							
	OH	\$18.85	\$19.96	\$20.66	\$22.31	\$23.64	\$25.90
9.4	UG	\$29.72	\$30.32	\$30.76			
9.5	OH	\$29.72	\$30.32	\$30.93			

UNDERGROUND SKILL LEVELS

TRAINING UNIT	1	2	3	4	5
SKILL LEVEL	G	H	I	J	K
STEP					
APPRENTICE					
UG	\$18.85	\$19.96	\$20.66	\$21.73	\$22.91

TRAINING UNIT	6	7	8	9	10	11	
SKILL LEVEL	U	V	W	X	Y	Z	
STEP							
9.1	UG	\$23.64	\$24.77	\$25.90	\$26.33	\$28.19	\$28.78

TRAINING UNIT	7	8	9	
SKILL LEVEL	X	Y	Z	
STEP				
9.2	OH	\$26.33	\$28.19	\$29.20

DUQUESNE LIGHT COMPANY UNIT NO.1-WAGE SCHEDULE
 SKILL BASED POSITIONS EFFECTIVE OCTOBER 1, 2005
 INCREASES BASED UPON DEMONSTRATED SKILL LEVELS

STEP	SKILL LEVEL	A	B	C	D	E	F	G	H
4.2		\$20.06	\$20.49	\$20.89	\$21.29	\$21.69	\$22.10		
5		\$19.47	\$20.25	\$21.06	\$21.88	\$22.69	\$23.20		
5.3		\$22.10	\$22.69	\$23.31	\$23.90	\$24.47			
6		\$18.67	\$19.38	\$20.09	\$20.82	\$21.53	\$22.24	\$22.97	\$24.49
7.4		\$22.10	\$23.35	\$24.61	\$25.92	\$26.19	\$26.30		
8		\$25.12	\$25.79	\$26.55	\$27.29				
8.7		\$26.30	\$26.75	\$27.31	\$27.90	\$28.13	\$28.58		
9		\$28.08	\$28.87	\$29.66	\$30.47	\$31.23	\$32.01		

DUQUESNE LIGHT COMPANY UNIT NO.1 WAGE SCHEDULE
 PAY SCHEDULE FOR OVERHEAD AND UNDERGROUND SKILL
 BASED POSITIONS EFFECTIVE AS OF OCTOBER 1, 2005
 MEMORANDUM OF AGREEMENT LOCALS 140 AND 148
 DATED FEBRUARY 8, 1994
 INCREASES BASED UPON DEMONSTRATED SKILL LEVELS

TRAINING UNIT		1	2	3	4	5	6
SKILL LEVEL	A	B	C	D	E	F	
STEP							
APPRENTICE							
	OH	\$19.51	\$20.66	\$21.38	\$23.09	\$24.47	\$26.81
9.4	UG	\$30.76	\$31.38	\$31.84			
9.5	OH	\$30.76	\$31.38	\$32.01			

UNDERGROUND SKILL LEVELS

TRAINING UNIT		1	2	3	4	5	
SKILL LEVEL	G	H	I	J	K		
STEP							
APPRENTICE							
	UG	\$19.51	\$20.66	\$21.38	\$22.49	\$23.71	
TRAINING UNIT		6	7	8	9	10	11
SKILL LEVEL	U	V	W	X	Y	Z	
STEP							
9.1	UG	\$24.47	\$25.64	\$26.81	\$27.25	\$29.18	\$29.79
TRAINING UNIT					7	8	9
SKILL LEVEL					X	Y	Z
STEP							
9.2	OH				\$27.25	\$29.18	\$30.22

Duquesne Light Company
Unit No. 2

Exhibit A

Administrative Services Group
Corporate Security and Support Services

Job Title	Step
Drawing & Records Clerk	7
File & Records Clerk	5
Head File & Records Clerk	9
Senior Clerk	7

General Services Unit

Building Services Clerk	5
Cost Records Analyst	11
Design Technician	12
File Clerk Typist	2
General Clerk	8.5
Intermediate Clerk	5
Inventory Clerk	5
Junior Clerk	4
Junior Meter Clerk	3
Junior Stenographer	3
Meter Clerk	6
Senior Clerk	7
Stock Controlman	11
Stenographer	4
Storekeeper	8
Stores Receiver	8
Technical Clerk	9
Technician A	11
Technician B	8
Technician C	5
Utility Clerk	6

Human Resources Unit

Budget Clerk	9
Cost Clerk	10
Cost Records Analyst	11
File Clerk Typist	2

General Clerk	8
Intermediate Clerk	5
Job Processing Clerk	9
Junior Clerk	3
Materials Expeditor	9
Operations Record Analyst	11
Payroll Clerk Typist	5
Personnel Records Clerk	7
Senior Clerk	7
Stenographer	4
Technical Clerk	9
Word Processing Equipment Operator	4

Marketing and Customer Services Group
Customer Services Unit

Construction Permit Representative	12
Rights-of-Way Agent A	12
Rights-of-Way Agent B	11
Senior Clerk	7
Stenographer	4
Survey Assistant A	5
Survey Assistant B	3
Survey Instrument Operator	8
Technical Clerk	9
Technician A	11
Technician B	8
Technician C	5

Eastern & Western Divisions

Control Clerk	8
Distribution Center Clerk	5
District clerk	8
District Regulation Technician	12
Drafter	5
General Technician	11
Lead Clerk	9.5
Liaison Clerk	6
Meter Clerk	6
Payroll Clerk Typist	5
Senior Clerk	7
Senior Technician	9
Stenographer	4
Storekeeper	8

Storekeeper B	6
Technician	7

Nuclear Group
Corporate Nuclear Services Unit

Cost Records Analyst	11
Data Specialist	5
Design Technician	12
Document Control Clerk	8
Draftsman B	8
Drawing and Records Clerk	8
File Clerk Typist	2
File and Records Clerk	5
General Clerk	8
Head File and Records Clerk	9
Intermediate Clerk	5
Junior Clerk	3
Junior Stenographer	3
Materials Expeditor	9
Messenger	1
Micrographics & Reprographics Clerk	6
Personnel Records Clerk	7
Senior Clerk	7
Storekeeper	8
Storekeeper B	6
Technician A	11
Technician Apprentice	3
Technician B	8
Technician C	5
Word Processing Equipment Operator	4

Nuclear Operations Unit

Chemical Analyst	7
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Power Supply Group
Fossil Generation Unit

Chemical Analyst	7
Field Chemist	10
General Clerk	8
Intermediate Clerk	5
Junior Chemical Analyst	4
Junior Chemist	8

Junior Stenographer	3
Senior Clerk	7
Storekeeper	8
Storekeeper B	6
Word Processing Equipment Operator	4

**System Operations &
Telecommunications Unit**

Apprentice Load Dispatcher	10
Design Draftsman	10
Design Technician	12
Draftsman Apprentice	3
Draftsman B	8
Draftsman C	5
Equipment controller	10
General Clerk	8
Intermediate Clerk	6
Job Processing Clerk	9
Load Dispatcher	13
Senior Clerk	7
Technical Clerk	9
Technician A	11
Work Dispatcher-Substations	9

System Development Unit

Clerk Stenographer	5
Construction Coordinating Clerk	10
Construction Records Analyst	11
Cost Records Analyst	11
Design Technician	12
General Clerk	8
Intermediate Clerk	5
Junior Clerk	3
Project Technician	11
Senior Clerk	7
Stenographer	4
Technician A	11
Technician B	8
Technician C	5

DUQUESNE LIGHT COMPANY UNIT NO. 2-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2003

AT ANNUAL INTERVALS

STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
1	\$1,937	\$2,061	\$2,223			
2	\$2,181	\$2,302	\$2,438	\$2,618		
3	\$2,302	\$2,438	\$2,618	\$2,694	\$2,861	
4	\$2,438	\$2,618	\$2,694	\$2,861	\$3,139	
5	\$2,618	\$2,694	\$2,861	\$3,139	\$3,415	
6	\$2,694	\$2,861	\$3,139	\$3,415	\$3,680	
7	\$2,861	\$3,139	\$3,415	\$3,680	\$3,967	
8	\$3,139	\$3,415	\$3,680	\$3,967	\$4,221	
8.5	\$3,277	\$3,547	\$3,823	\$4,094	\$4,393	
9	\$3,415	\$3,680	\$3,967	\$4,221	\$4,564	
9.5	\$3,510	\$3,752	\$4,036	\$4,306	\$4,611	
10	\$3,607	\$3,823	\$4,104	\$4,392	\$4,659	\$4,870
11	\$3,823	\$3,967	\$4,221	\$4,527	\$4,870	\$5,222
12	\$3,967	\$4,221	\$4,527	\$4,870	\$5,222	\$5,526
12.1	\$3,967	\$4,221	\$4,527	\$4,870	\$5,222	\$5,672
13	\$4,221	\$4,527	\$4,870	\$5,222	\$5,526	\$5,874
14	\$4,527	\$4,870	\$5,222	\$5,526	\$5,874	\$6,323

DUQUESNE LIGHT COMPANY UNIT NO. 2-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2004

AT ANNUAL INTERVALS						
STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
1	\$1,995	\$2,123	\$2,290			
2	\$2,246	\$2,371	\$2,511	\$2,697		
3	\$2,371	\$2,511	\$2,697	\$2,775	\$2,947	
4	\$2,511	\$2,697	\$2,775	\$2,947	\$3,233	
5	\$2,697	\$2,775	\$2,947	\$3,233	\$3,517	
6	\$2,775	\$2,947	\$3,233	\$3,517	\$3,790	
7	\$2,947	\$3,233	\$3,517	\$3,790	\$4,086	
8	\$3,233	\$3,517	\$3,790	\$4,086	\$4,348	
8.5	\$3,375	\$3,653	\$3,938	\$4,217	\$4,525	
9	\$3,517	\$3,790	\$4,086	\$4,348	\$4,701	
9.5	\$3,615	\$3,865	\$4,157	\$4,435	\$4,749	
10	\$3,715	\$3,938	\$4,227	\$4,524	\$4,799	\$5,016
11	\$3,938	\$4,086	\$4,348	\$4,663	\$5,016	\$5,379
12	\$4,086	\$4,348	\$4,663	\$5,016	\$5,379	\$5,692
12.1	\$4,086	\$4,348	\$4,663	\$5,016	\$5,379	\$5,842
13	\$4,348	\$4,663	\$5,016	\$5,379	\$5,692	\$6,050
14	\$4,663	\$5,016	\$5,379	\$5,692	\$6,050	\$6,513

DUQUESNE LIGHT COMPANY UNIT NO. 2-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2005

AT ANNUAL INTERVALS

STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
1	\$2,065	\$2,197	\$2,370			
2	\$2,325	\$2,454	\$2,599	\$2,791		
3	\$2,454	\$2,599	\$2,791	\$2,872	\$3,050	
4	\$2,599	\$2,791	\$2,872	\$3,050	\$3,346	
5	\$2,791	\$2,872	\$3,050	\$3,346	\$3,640	
6	\$2,872	\$3,050	\$3,346	\$3,640	\$3,923	
7	\$3,050	\$3,346	\$3,640	\$3,923	\$4,229	
8	\$3,346	\$3,640	\$3,923	\$4,229	\$4,500	
8.5	\$3,493	\$3,781	\$4,076	\$4,365	\$4,683	
9	\$3,640	\$3,923	\$4,229	\$4,500	\$4,866	
9.5	\$3,742	\$4,000	\$4,302	\$4,590	\$4,915	
10	\$3,845	\$4,076	\$4,375	\$4,682	\$4,967	\$5,192
11	\$4,076	\$4,229	\$4,500	\$4,826	\$5,192	\$5,567
12	\$4,229	\$4,500	\$4,826	\$5,192	\$5,567	\$5,891
12.1	\$4,229	\$4,500	\$4,826	\$5,192	\$5,567	\$6,046
13	\$4,500	\$4,826	\$5,192	\$5,567	\$5,891	\$6,262
14	\$4,826	\$5,192	\$5,567	\$5,891	\$6,262	\$6,741

Duquesne Light Company

General Departments Unit

Exhibit A

Administrative Services Group
Corporate Security and Support Services

Job Title	Step
Assistant Reproduction Equipment Operator	5
Forms Analyst	8
Junior Clerk-Messenger	1
Junior Mailing Room Clerk	4
Mail Control Clerk	6
Messenger	1
Messenger and Mail Car Driver	2
Micrographic & Records Clerk	6
Photostat Helper	1
Record Clerk Typist	4
Records Center Clerk	7
Reproduction Equipment Operator	6
Stenographer	5
Supplies and Record Retention Clerk	3
Xerox Multilith Operator	4

General Services Unit

Clerk Typist	3
Employee Program Clerk	7
Expeditor and Freight Clerk	10
Inquiry Record Clerk	6
Order Typist	3
Sales Tax Analyst	9
Stenographer	5

Human Resources Unit

Benefit Clerk	8
Clerk Typist	3
Head Key punch Operator	6
Insurance Record Clerk	5
Key Data Entry Clerk	5
Quality Assurance Clerk	7
Workers Compensation Clerk	8

Public Affairs Unit

Community Affairs Liaison	8
Stenographer	5

Corporate Development Group Rates and Regulatory Affairs Unit

Cost of Service Analyst	10
Rate Analyst	10
Records and Forecast Clerk	9
Stenographer	5

Corporate Performance and Management Information Services Group Management Information Services Unit

Associate Programmer	7
Clerk Librarian	5
Data Control Clerk	7
Equipment Operator	7
Equipment Operator Junior	6
Equipment Operator Trainee	4
Junior Clerk Messenger	1
Operations Support Clerk	5
Programmer Analyst	9.5
Programmer A	9
Programmer B	8
Senior Operator and Control Clerk	8
Stenographer	5
System Support Clerk	6

Finance Group
Controller Unit

Accounts Receivable Records Clerk	7
Asset Analyst	10
Asset Technician	10
Assistant Bookkeeper	9
Calculation Clerk	5
Checking and Coding Clerk	8
Cost Ledger Clerk	7.5
Detail Ledger Bookkeeper	9
Entry Clerk-Keypunch Operator	5
Finance Accounts Payable Support Clerk A	9
Financial Transaction Clerk	8
General Accounting Support Clerk A	10
General Bookkeeper ACSH & C&HRR	9
General Bookkeeper DLCO	10
Head Additions Analyst	11
Head Cost Ledger Clerk	9
Head Invoice Clerk	7
Head Retirement Analyst	10
Industrial Biller	5
Industrial Ledger Clerk	7
Invoice Checking Clerk	4
Jr. Financial Transaction Clerk	7
Ledger Control Clerk	9
M & S Invoice Clerk	6
Messenger	1
Miscellaneous Accounts Receivable Clerk	8
Payroll Accounting Analyst	9
Payroll Accounting Clerk	6
Property Records Control Clerk	8
Property Records Ledger Clerk	4
Property Analyst	7
Property Cost Analyst	10
Property Retirement Analyst	8
Property Units Clerk	7
Requisition File Clerk	1
Senior Stenographer	6
Special Projects Costs Analyst	11
Special Reports Analyst	9
Statement Typist	4
Stenographer	5
Stores Accounting Detail Clerk	6
Tax Report Analyst	10

Technical Analyst	12
Time and Rate Clerk	4
Utility Clerk	6
Voucher Clerk	8
Word Processing Equipment Operator	5
Work Order Control Analyst	9.5

Corporate Security Unit

Dividend Reinvestment Clerk	7
Records Administrator	8
Shareholder Correspondent/Analyst	9
Shareholder Records Analyst	9
Shareholder Records Clerk	6
Stenographer	5

Financial Systems Department

Stenographer	5
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Treasurer Unit

Cash Bookkeeper	7
Miscellaneous Remittance Clerk	5
Remittance Clerk	4
Senior Stenographer	6
Utility Remittance Clerk	6.

Marketing & Customer Services Group

AMR Operator	6
Billing & Sales Analyst	9
Clerk Typist	3
Collector	8
Contract and Record Clerk	6
Control Teller	7
Customer Order Representative	7
Customer Service Clerk	5
Customer Service Representative	8.5
Field Service Representative	9
Marketing Clerk	8
Meter Reader	6/4
Meter Reading Clerk	7
Reception Clerk	4
Record Clerk Typist	4

Senior Stenographer	6
Specialist B	8.2
Special Meter Reader	7
Senior Customer Service Representative	9.5
Stenographer	5
Teller	5
Utility Order Representative	7
Word Processing Equipment Operator	5
Internal Auditing Unit	
Audit Clerk	5

DUQUESNE LIGHT COMPANY
GENERAL DEPARTMENTS UNIT - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2003

AT ANNUAL INTERVALS

STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
*1	\$1,813	\$1,937	\$2,073			
2	\$1,937	\$2,073	\$2,209	\$2,295		
3	\$2,009	\$2,209	\$2,345	\$2,508		
4	\$2,224	\$2,408	\$2,574	\$2,694		
5	\$2,402	\$2,574	\$2,694	\$2,883	\$3,048	
6	\$2,642	\$2,791	\$2,976	\$3,199	\$3,418	
6.1	\$2,791	\$2,976	\$3,172	\$3,323	\$3,454	\$3,628
7	\$2,896	\$3,168	\$3,360	\$3,603	\$3,819	
7.5	\$2,896	\$3,168	\$3,360	\$3,603	\$3,819	\$4,005
8	\$3,199	\$3,388	\$3,603	\$3,793	\$4,005	\$4,216
8.2	\$3,222	\$3,419	\$3,669	\$3,885	\$4,101	\$4,315
8.5	\$3,256	\$3,468	\$3,769	\$4,017	\$4,251	\$4,466
9	\$3,537	\$3,786	\$4,005	\$4,246	\$4,504	\$4,706
9.5	\$3,611	\$3,888	\$4,184	\$4,482	\$4,765	\$4,974
10	\$3,878	\$4,165	\$4,419	\$4,706	\$4,966	\$5,202
11	\$4,317	\$4,600	\$4,913	\$5,230	\$5,550	\$5,793
12	\$4,746	\$5,136	\$5,471	\$5,851	\$6,185	\$6,478

* AUTOMATIC INCREASE TO \$1,864 AFTER FIRST SIX (6) MONTHS

CSR AGREEMENT DATED MARCH 19, 2001
PAYMENT PROC. AGREEMENT DATED MARCH 20, 2002

PART TIME EFFECTIVE OCTOBER 1, 2003

AT ANNUAL INTERVALS

STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
1	\$10.46	\$11.19	\$11.96			
2	\$11.19	\$11.96	\$12.75	\$13.24		
4	\$12.82	\$13.89	\$14.85	\$15.55		
5	\$13.85	\$14.85	\$15.55	\$16.63	\$17.58	

NOTE: ABOVE HOURLY RATE IS BASED UPON CURRENT MONTHLY RATES X 12 (MOS.) DIVIDED BY 2,080 (ANNUAL HOURS) = ANNUAL HOURLY RATE.

DUQUESNE LIGHT COMPANY
GENERAL DEPARTMENTS UNIT - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2004

AT ANNUAL INTERVALS						
STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
*1	\$1,867	\$1,995	\$2,135			
2	\$1,995	\$2,135	\$2,275	\$2,364		
3	\$2,069	\$2,275	\$2,415	\$2,583		
4	\$2,291	\$2,480	\$2,651	\$2,775		
5	\$2,474	\$2,651	\$2,775	\$2,969	\$3,139	
6	\$2,721	\$2,875	\$3,065	\$3,295	\$3,521	
6.1	\$2,875	\$3,065	\$3,267	\$3,423	\$3,558	\$3,737
7	\$2,983	\$3,263	\$3,461	\$3,711	\$3,934	
7.5	\$2,983	\$3,263	\$3,461	\$3,711	\$3,934	\$4,125
8	\$3,295	\$3,490	\$3,711	\$3,907	\$4,125	\$4,342
8.2	\$3,319	\$3,522	\$3,779	\$4,002	\$4,224	\$4,444
8.5	\$3,354	\$3,572	\$3,882	\$4,138	\$4,379	\$4,600
9	\$3,643	\$3,900	\$4,125	\$4,373	\$4,639	\$4,847
9.5	\$3,719	\$4,005	\$4,310	\$4,616	\$4,908	\$5,123
10	\$3,994	\$4,290	\$4,552	\$4,847	\$5,115	\$5,358
11	\$4,447	\$4,738	\$5,060	\$5,387	\$5,717	\$5,967
12	\$4,888	\$5,290	\$5,635	\$6,027	\$6,371	\$6,672

* AUTOMATIC INCREASE TO \$1,920 AFTER FIRST SIX (6) MONTHS

CSR AGREEMENT DATED MARCH 19, 2001
PAYMENT PROC. AGREEMENT DATED MARCH 20, 2002

PART TIME EFFECTIVE OCTOBER 1, 2004

AT ANNUAL INTERVALS						
STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
1	\$10.77	\$11.53	\$12.32			
2	\$11.53	\$12.32	\$13.13	\$13.64		
4	\$13.20	\$14.31	\$15.30	\$16.02		
5	\$14.27	\$15.30	\$16.02	\$17.13	\$18.11	

NOTE: ABOVE HOURLY RATE IS BASED UPON CURRENT MONTHLY RATES X 12 (MOS.) DIVIDED BY 2,080 (ANNUAL HOURS) = ANNUAL HOURLY RATE.

DUQUESNE LIGHT COMPANY
GENERAL DEPARTMENTS UNIT - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2005

AT ANNUAL INTERVALS

STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
*1	\$1,932	\$2,065	\$2,210			
2	\$2,065	\$2,210	\$2,355	\$2,447		
3	\$2,141	\$2,355	\$2,500	\$2,673		
4	\$2,371	\$2,567	\$2,744	\$2,872		
5	\$2,561	\$2,744	\$2,872	\$3,073	\$3,249	
6	\$2,816	\$2,976	\$3,172	\$3,410	\$3,644	
6.1	\$2,976	\$3,172	\$3,381	\$3,543	\$3,683	\$3,868
7	\$3,087	\$3,377	\$3,582	\$3,841	\$4,072	
7.5	\$3,087	\$3,377	\$3,582	\$3,841	\$4,072	\$4,269
8	\$3,410	\$3,612	\$3,841	\$4,044	\$4,269	\$4,494
8.2	\$3,435	\$3,645	\$3,911	\$4,142	\$4,372	\$4,600
8.5	\$3,471	\$3,697	\$4,018	\$4,283	\$4,532	\$4,761
9	\$3,771	\$4,037	\$4,269	\$4,526	\$4,801	\$5,017
9.5	\$3,849	\$4,145	\$4,461	\$4,778	\$5,080	\$5,302
10	\$4,134	\$4,440	\$4,711	\$5,017	\$5,294	\$5,546
11	\$4,603	\$4,904	\$5,237	\$5,576	\$5,917	\$6,176
12	\$5,059	\$5,475	\$5,832	\$6,238	\$6,594	\$6,906

* AUTOMATIC INCREASE TO \$1,987 AFTER FIRST SIX (6) MONTHS

CSR AGREEMENT DATED MARCH 19, 2001
PAYMENT PROC. AGREEMENT DATED MARCH 20, 2002

PART TIME EFFECTIVE OCTOBER 1, 2005

AT ANNUAL INTERVALS

STEP	MIN	1 ST	2 ND	3 RD	4 TH	5 TH
1	\$11.15	\$11.93	\$12.75			
2	\$11.93	\$12.75	\$13.59	\$14.12		
4	\$13.66	\$14.81	\$15.84	\$16.58		
5	\$14.77	\$15.84	\$16.58	\$17.73	\$18.74	

NOTE: ABOVE HOURLY RATE IS BASED UPON CURRENT MONTHLY RATES X 12 (MOS.) DIVIDED BY 2,080 (ANNUAL HOURS) = ANNUAL HOURLY RATE.

Duquesne Light Company

Communications Section Unit

Exhibit A

Power Supply Group

System Operations & Telecommunications Unit

Hourly Job Classifications

Job Title	Step
<i>Apprentice Splicer/Trouble Technician</i>	C5
Diagnostic Center Technician	C9.3
Driver Helper	C3.3
Laborer	C1
Senior Telecommunications Technician	C9.1
Senior Telecommunications Splicer/Trouble Technician	C9.5
<i>Telecommunications Splicer/Trouble Technician</i>	C8
Senior Telecommunications Cable Splicer	C7.1
Telecommunications Equipment Technician , 1 st Class	C7.3
Telecommunications Equipment Technician , 2 nd Class	C4.1
Telecommunications Technician, 1 st Class	C8
Telecommunications Technician, 2 nd Class	C5.1
Telephone Lineman	C6.2
Test Table Technician	C9
Winch Truck Operator	C5

Salary Job Classifications

Draftsman Fieldman	T8
Senior Clerk	T7
Telephone Switchboard Operator	T1

DUQUESNE LIGHT COMPANY
COMMUNICATION SECTION UNIT HOURLY-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2003

STEP	AT ANNUAL INTERVALS				
		START	1 ST	2 ND	3 RD 4 TH
C1	BEFORE 10/1/83	\$15.31	\$16.28	\$16.74	
C1	*AFTER 10/1/83*	\$14.52	\$15.47	\$15.93	
C3.3		\$18.30	\$18.84	\$19.38	
C4.1		\$19.37	\$19.73	\$20.06	\$20.36 \$20.73
C5		\$20.73	\$21.10	\$21.28	
C5.1		\$20.73	\$21.10	\$21.28	\$21.66 \$22.24
C6.2		\$21.28	\$22.07	\$22.25	\$22.61 \$23.10
C7.1		\$22.95	\$23.10	\$23.45	\$24.02 \$24.27
C7.3		\$22.95	\$23.45	\$24.02	\$24.27 \$24.71
C8		\$23.10	\$24.02	\$24.73	\$25.30 \$26.17
C9		\$26.39	\$26.81	\$26.94	
C9.1		\$26.81	\$27.40	\$27.94	
C9.3		\$27.40	\$28.05	\$28.61	

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP C1 SHALL BE PAID AT THE RATE OF \$14.52 PER HOUR.

DUQUESNE LIGHT COMPANY
COMMUNICATION SECTION
MONTHLY RATES EFFECTIVE OCTOBER 1, 2003

STEP	AT ANNUAL INTERVALS				
	START	1 ST	2 ND	3 RD	4 TH
T1	\$2,261	\$2,410	\$2,530	\$2,679	
T1.5	\$2,302	\$2,438	\$2,618	\$2,694	\$2,861
T4	\$2,438	\$2,618	\$2,694	\$2,861	\$3,139
T6	\$2,694	\$2,861	\$3,139	\$3,415	\$3,680
T7	\$2,861	\$3,139	\$3,415	\$3,680	\$3,967
T8	\$3,139	\$3,415	\$3,680	\$3,967	\$4,221

DUQUESNE LIGHT COMPANY
COMMUNICATION SECTION UNIT HOURLY-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2004

STEP	AT ANNUAL INTERVALS				
		START	1 ST	2 ND	3 RD 4 TH
C1	BEFORE 10/1/83	\$15.77	\$16.77	\$17.24	
C1	*AFTER 10/1/83*	\$14.96	\$15.93	\$16.41	
C3.3		\$18.85	\$19.41	\$19.96	
C4.1		\$19.95	\$20.32	\$20.66	\$20.97 \$21.35
C5		\$21.35	\$21.73	\$21.92	
C5.1		\$21.35	\$21.73	\$21.92	\$22.31 \$22.91
C6.2		\$21.92	\$22.73	\$22.92	\$23.29 \$23.79
C7.1		\$23.64	\$23.79	\$24.15	\$24.74 \$25.00
C7.3		\$23.64	\$24.15	\$24.74	\$25.00 \$25.45
C8		\$23.79	\$24.74	\$25.47	\$26.06 \$26.96
C9		\$27.18	\$27.61	\$27.75	
C9.1		\$27.61	\$28.22	\$28.78	
C9.3		\$28.22	\$28.89	\$29.47	

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP C1 SHALL BE PAID AT THE RATE OF \$14.96 PER HOUR.

DUQUESNE LIGHT COMPANY
COMMUNICATION SECTION
MONTHLY RATES EFFECTIVE OCTOBER 1, 2004

STEP	AT ANNUAL INTERVALS				
	START	1 ST	2 ND	3 RD	4 TH
T1	\$2,329	\$2,482	\$2,606	\$2,759	
T1.5	\$2,371	\$2,511	\$2,697	\$2,775	\$2,947
T4	\$2,511	\$2,697	\$2,775	\$2,947	\$3,233
T6	\$2,775	\$2,947	\$3,233	\$3,517	\$3,790
T7	\$2,947	\$3,233	\$3,517	\$3,790	\$4,086
T8	\$3,233	\$3,517	\$3,790	\$4,086	\$4,348

DUQUESNE LIGHT COMPANY
COMMUNICATION SECTION UNIT HOURLY-WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2005

STEP	AT ANNUAL INTERVALS				
		START	1 ST	2 ND	3 RD 4 TH
C1	BEFORE 10/1/83	\$16.32	\$17.36	\$17.84	
C1	*AFTER 10/1/83*	\$15.48	\$16.49	\$16.98	
C3.3			\$19.51	\$20.09	\$20.66
C4.1			\$20.65	\$21.03	\$21.38 \$21.70 \$22.10
C5			\$22.10	\$22.49	\$22.69
C5.1			\$22.10	\$22.49	\$22.69 \$23.09 \$23.71
C6.2			\$22.69	\$23.53	\$23.72 \$24.11 \$24.62
C7.1			\$24.47	\$24.62	\$25.00 \$25.61 \$25.88
C7.3			\$24.47	\$25.00	\$25.61 \$25.88 \$26.34
C8			\$24.62	\$25.61	\$26.36 \$26.97 \$27.90
C9			\$28.13	\$28.58	\$28.72
C9.1			\$28.58	\$29.21	\$29.79
C9.3			\$29.21	\$29.90	\$30.50

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP C1 SHALL BE PAID AT THE RATE OF \$15.48 PER HOUR.

DUQUESNE LIGHT COMPANY
COMMUNICATION SECTION
MONTHLY RATES EFFECTIVE OCTOBER 1, 2005

STEP	AT ANNUAL INTERVALS				
	START	1 ST	2 ND	3 RD	4 TH
T1	\$2,411	\$2,569	\$2,697	\$2,856	
T1.5	\$2,454	\$2,599	\$2,791	\$2,872	\$3,050
T4	\$2,599	\$2,791	\$2,872	\$3,050	\$3,346
T6	\$2,872	\$3,050	\$3,346	\$3,640	\$3,923
T7	\$3,050	\$3,346	\$3,640	\$3,923	\$4,229
T8	\$3,346	\$3,640	\$3,923	\$4,229	\$4,500

DUQUESNE LIGHT COMPANY

TRANSPORTATION SECTION - UNIT NO. 1

EXHIBIT A

ADMINISTRATIVE SERVICES GROUP
GENERAL SERVICES UNIT

JOB TITLE	STEP
Automotive Body Mechanic	5
Automotive Mechanic, 1 st Class	5.15
Automotive Mechanic, General	8.2
Automotive Parts Stocker	6
Automotive Parts Supplier	4.1
Automotive Service Mechanic	6
Driver	3.2
Garage Attendant	1
Senior Automotive Body Mechanic	7.2
Senior Automotive Mechanic	7.2
Senior Automotive Welder	7.1
Truck Driver	3.2
Fleet Technician	4

TRANSPORTATION SECTION - UNIT NO. 2

Dispatcher/Information Analyst	10
Automotive Dispatcher	8
Automotive Stock Control Clerk	7
Equipment Clerk	7
Invoice Clerk Typist	4
Senior Clerk	7
Shop Record Clerk	7

DUQUESNE LIGHT COMPANY
TRANSPORTATION SECTION UNIT NO. 1 - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2003

STEP		AT ANNUAL INTERVALS				
		START	1 ST	2 ND	3 RD	4 TH
1	BEFORE 10/1/83	\$15.31	\$16.28	\$16.74		
1	*AFTER 10/1/83*	\$14.52	\$15.47	\$15.93		
3			\$17.13	\$17.45	\$18.05	\$18.30
3.2			\$18.30	\$18.62	\$18.84	
4			\$19.37	\$19.73	\$20.06	
4.1			\$19.37	\$19.73	\$20.06	\$20.36
5			\$20.73	\$21.10	\$21.28	
5.15			\$21.10	\$21.28	\$21.66	\$22.24
6			\$22.24	\$22.53	\$22.95	
7.1			\$22.95	\$23.10	\$23.45	\$24.02
7.2			\$23.45	\$24.02	\$24.27	
8.2			\$24.73	\$25.30	\$26.17	

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP 1 SHALL BE PAID THE AT THE RATE OF \$14.52 PER HOUR

DUQUESNE LIGHT COMPANY
TRANSPORTATION SECTION UNIT NO. 2 - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2003

STEP	START	AT ANNUAL INTERVALS				
		1 ST	2 ND	3 RD	4 TH	5 TH
4	\$2,310	\$2,453	\$2,660	\$2,869	\$3,084	
7	\$2,869	\$3,084	\$3,288	\$3,498	\$3,704	\$3,974
8	\$3,084	\$3,288	\$3,498	\$3,704	\$3,974	\$4,321
10	\$3,607	\$3,823	\$4,104	\$4,392	\$4,659	\$4,870

**DUQUESNE LIGHT COMPANY
TRANSPORTATION SECTION UNIT NO. 1 - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2004**

STEP		AT ANNUAL INTERVALS				
		START	1 ST	2 ND	3 RD	4 TH
1	BEFORE 10/1/83	\$15.77	\$16.77	\$17.24		
1	*AFTER 10/1/83*	\$14.96	\$15.93	\$16.41		
3		\$17.64	\$17.97	\$18.59	\$18.85	\$19.41
3.2		\$18.85	\$19.18	\$19.41		
4		\$19.95	\$20.32	\$20.66		
4.1		\$19.95	\$20.32	\$20.66	\$20.97	\$21.35
5		\$21.35	\$21.73	\$21.92		
5.15		\$21.73	\$21.92	\$22.31	\$22.91	\$23.00
6		\$22.91	\$23.21	\$23.64		
7.1		\$23.64	\$23.79	\$24.15	\$24.74	\$25.00
7.2		\$24.15	\$24.74	\$25.00		
8.2		\$25.47	\$26.06	\$26.96		

***THE SIX (6) MONTH PROBATIONARY PERIOD FOR
STEP 1 SHALL BE PAID THE AT THE RATE OF \$14.96
PER HOUR**

**DUQUESNE LIGHT COMPANY
TRANSPORTATION SECTION UNIT NO. 2 - WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2004**

STEP	START	AT ANNUAL INTERVALS				
		1 ST	2 ND	3 RD	4 TH	5 TH
4	\$2,379	\$2,527	\$2,740	\$2,955	\$3,177	
7	\$2,955	\$3,177	\$3,387	\$3,603	\$3,815	\$4,093
8	\$3,177	\$3,387	\$3,603	\$3,815	\$4,093	\$4,451
10	\$3,715	\$3,938	\$4,227	\$4,524	\$4,799	\$5,016

DUQUESNE LIGHT COMPANY
TRANSPORTATION SECTION UNIT NO. 1 – WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2005

STEP		AT ANNUAL INTERVALS				
		START	1 ST	2 ND	3 RD	4 TH
1	BEFORE 10/1/83	\$16.32	\$17.36	\$17.84		
1	*AFTER 10/1/83*	\$15.48	\$16.49	\$16.98		
3		\$18.26	\$18.60	\$19.24	\$19.51	\$20.09
3.2		\$19.51	\$19.85	\$20.09		
4		\$20.65	\$21.03	\$21.38		
4.1		\$20.65	\$21.03	\$21.38	\$21.70	\$22.10
5		\$22.10	\$22.49	\$22.69		
5.15		\$22.49	\$22.69	\$23.09	\$23.71	\$23.81
6		\$23.71	\$24.02	\$24.47		
7.1		\$24.47	\$24.62	\$25.00	\$25.61	\$25.88
7.2		\$25.00	\$25.61	\$25.88		
8.2		\$26.36	\$26.97	\$27.90		

*THE SIX (6) MONTH PROBATIONARY PERIOD FOR STEP 1 SHALL BE PAID THE AT THE RATE OF \$15.48 PER HOUR

DUQUESNE LIGHT COMPANY
TRANSPORTATION SECTION UNIT NO. 2 – WAGE SCHEDULE
EFFECTIVE OCTOBER 1, 2005

STEP	START	AT ANNUAL INTERVALS				
		1 ST	2 ND	3 RD	4 TH	5 TH
4	\$2,462	\$2,615	\$2,836	\$3,058	\$3,288	
7	\$3,058	\$3,288	\$3,506	\$3,729	\$3,949	\$4,236
8	\$3,288	\$3,506	\$3,729	\$3,949	\$4,236	\$4,607
10	\$3,845	\$4,076	\$4,375	\$4,682	\$4,967	\$5,192

INSTRUCTION NO. 1
REST PERIOD AFTER CALL OUT
AND CERTAIN OVERTIME WORK

REFERENCE: Article III, J1 & J2.

All Units

Effective - October 1, 1955

1. Intent:

To provide a uniform period of rest and return to work after certain types and periods of overtime work which eliminates the question of physical fitness.

Modification of the Instruction issued December 29, 1953 is necessary to provide for the changes made in Article III, J1 and J2 effective October 1, 1955.

2. Note that Item J1 and the Rest Period Rules are used when a tour of duty is less than 16 continuous hours of work.

3. Note that J2 covers periods of 16 or more continuous hours of work and that the one-half straight time additional rate for over 16 hours has been eliminated. Rest hours cannot be found in the Rest Period Rules, but are determined by the extent to which the eight-hour rest period overlaps the basic scheduled hours.

As an example if such a tour of duty ended at the start of a basic scheduled workday, the employee would be entitled to the day off without loss of pay. If such a tour of duty ended eight hours before the start of a basic workday, he would be expected to work his basic hours.

When 16 or more continuous hours have been worked immediately before a basic scheduled workday and work continues into the basic workday, the employee will be paid straight time for the hours he should be resting in addition to straight time for working these hours.

4. The provisions of J1 and J2 apply to all employees and now cover all types of overtime work.

When the employee is on Call Out, the one-hour travel allowance which accompanies every Call Out is not to be included as working time in applying these Rules. Call Out time is time on the job and excludes the travel allowance time and also excludes any time taken off the job for meals.

When travel allowance is allowed it will not be included as working time in applying the Rest Period Rules.

Travel time is paid as time worked and is included in applying the Rest Period Rules.

5. When a Call Out work assignment begins:

(a). More than eight hours before the start of the basic workday and ends before the two hour period immediately preceding the start of the basic workday: Employee is entitled to rest at the beginning of the basic workday equal to the length of time worked within the eight hour period prior to the start of the basic workday. (For an 8:00 A.M. to 4:30 P.M. Dayworker this would mean employee started before 12:00 Midnight and stopped working before 6:00 A.M.)

(b). During the eight hour period immediately prior to the basic workday and ends before the two hour period immediately preceding the start of the basic workday: Employee is entitled to rest at the beginning of the basic workday equal to the length of time worked. (For an 8:00 A.M. to 4:30 P.M. Dayworker this would mean employee started at 12:00 Midnight or later and stopped before 6:00 A.M.)

6. When the Call Out overtime assignment continues to or into the two hours immediately preceding the start of his basic workday: Employee continues to work into the basic workday until the total time worked is the lesser of 12 consecutive hours or the entire basic workday.

12-29-53

Revised 11-02-55, 05-01-67, 10-01-75, 10-01-81

INSTRUCTION NO. 2

BLOOD DONORS

Reference: Article VII, L.

All Units

Numerous questions have been raised as to the intent of this article and the interpretation of "immediately donate blood." The problem arises principally at Brunot Island where an employee blood bank is operated.

When this article was originally negotiated it was not uncommon for blood to be given by direct transfusion which required an immediate donation by the blood donor. Since that time however, the development of hospital blood banks and the use of plasma have brought about an almost universal change in the practice of blood transfusions. Today the majority of transfusions are made from the blood bank which, of course, must be replenished within a reasonable period of time after a transfusion has been made.

Because many of the hospitals have a preferential time for giving blood, many people have come to believe that it *can only be given at this time. This misunderstanding seems to have existed until recently.* As a matter of fact, most hospitals have blood donation hours several evening a week and on Saturdays so that it should be a rare occasion which would require an employee to take time off from the job to be a blood donor. The interpretation of the word "immediately" will continue in the restrictive sense and in general blood will be given outside of regular working hours.

Uniform application of this policy is important.

3-9-54

INSTRUCTION NO. 3

JURY DUTY

REFERENCE: Article VII, I.2.

All Units.

1. The purpose of this provision is to pay the employee his normal basic scheduled daily earnings for appearing in court as a juror or a subpoenaed witness.

An A.F.A is no longer required as authority for payment of wages or salary to cover Jury Duty absence. This payment is authorized by means of the following time sheet markings:

- A. For employees on daywork: Normal scheduled workdays spent on the jury are marked J on the time sheet.
 - B. For employees on scheduled and shift work: Normal scheduled workdays, which cannot be worked as later described in Item 5 C, are marked EJ on the time sheet.
 - C. Any normal scheduled workday which would be observed by the employee as his holiday, is considered his holiday and is marked H on the time sheet.
2. Any relief days spent on the jury are marked R on the time sheet.
 3. During a jury period, an employee is expected to work any normal scheduled workdays or turns when he is not required on the jury with the exception of those described in Item 5 C.
 4. An employee will contact his immediate supervisor as soon as possible after receiving notice of his jury assignment so that an understanding is arrived at as to which normal scheduled workdays or turns the employee will be expected to work.
 5. Conditions applying to employees on different schedules:
 - A. Employees on daywork, Monday through Friday, create no particular problem as the jury is convened on these same days except for holidays and those days when the employee is excused due to closing of a court case.

- B. Employees on daywork other than Monday through Friday. Some employees are scheduled Tuesday through Saturday, some work on alternate week schedule of Monday through Friday and Tuesday through Saturday. This is similar to Item 5/A except that jury service on Mondays could be on a relief day (see Item 2) or it could be on a normal scheduled workday and covered by Item 1A.
- C. Employees on scheduled and shift work. In these cases, a situation may develop where the employee is scheduled for work on a day when the jury does not meet but which if worked would create an undesirable and unreasonable working condition when combined with the jury service. Therefore, an employee on shift or scheduled work will work all those normal scheduled turns just prior to and during the jury service period except those which do not allow at least eight hours off time between the scheduled turn and the jury assignment. The employee will be excused from working such turns and the time sheet will be marked EJ.

6-21-54

Revised 11-02-55

Revised 10-15-56

Revised 10-01-58

INSTRUCTION NO. 4

WORK IN AN OCCASIONAL USE JOB CLASSIFICATION

REFERENCE: Article III, Section N.
Unit No. 1 Employees

All

When an employee is assigned to work in "occasional use" job classification, he is to be paid the same time-interval rate in the established rate range for the "occasional use" job classification that he has attained in the rate range for his regular job classification.

An employee, temporarily assigned to work in an "occasional use" job classification, is only paid the higher rate (as indicated above") for time actually spent working in that classification, and is to be paid his regular basic wage rate for all other work performed during his regular basic scheduled workday.

6-21-54

Revised 05-01-67

INSTRUCTION NO. 5

WORK IN A HIGHER PAID JOB CLASSIFICATION

REFERENCE: Article V, Section C.
All Unit No. 1 Employees.

When an employee is temporarily assigned by his foreman or supervisor to work in a higher rated job classification and works less than two hours in that classification, he is to be paid his regular basic wage rate for such work.

When an employee, upon assignment by his foreman or supervisor, works for two or more hours in a higher paid job classification, he will be paid for the full day, as follows:

- A. If he has not previously occupied the higher job classification by formal Payroll Authority, he is to be paid the starting wage rate for the higher classification or his regular rate, whichever is greater; or
- B. If he has previously occupied the higher job classification by formal Payroll Authority, he is to be paid the highest progression-step rate that he had attained when formerly in that classification.

For holiday gratuity, see Holiday Instruction.

Time worked in addition to the basic day is not applicable to the two-hour rule. However, once the necessity for up-grading occurs on an overtime assignment, the higher rate will be paid during the remainder of the continuing overtime hours worked during that period, even though the necessity for up-grading may no longer exist.

The Company will apply progression increase time credit for employees up-graded into a regular scheduled job step if the number of regular workdays (excluding authorized absences) missed on up-grading is ten (10) or less during a period. A period consists of six consecutive months plus all absence days. The employee's case must be presented to the Company for review and consideration for such progression increase time credit.

8-11-54

Revised 11-10-59, 05-01-67, 10-01-73, 10-01-83

INSTRUCTION NO. 6

NON-OCCUPATIONAL ILLNESS OR INJURY

REFERENCE: Article VIII, Section D.
All Units.

PURPOSE: To collect and formulate into a single plan the many practices that have been adopted over a period of time in conforming to our policy in regard to Non-Occupational Illness or Injury.

1. Report of Absence for Non-Occupational Illness or Injury (Form G-33-11583) should be forwarded to Company Medical Director on the first day of absence.
2. Wage allowance payment for Non-Occupational Illness or Injury requires approval from the Medical Director, who reserves the option of checking the employee's condition prior to return to work. The Medical Director may, at his discretion, accept a physician's return to work slip or a confirmation of the sickness from the department head in lieu of a personal examination in the Medical Section. If the employee has been treated by other than a medical doctor, he must be cleared by the Medical Section for wage payment under this policy.
3. No travel expense is allowed in securing a clearance to return to work from a non-occupational illness or injury absence.
4. If an employee insists on returning to work without first securing the proper clearance after being absent due to a non-occupational illness or injury, he will not be paid for his absent time.
5. When an employee returns to work after a non-occupational illness or injury absence, he will be returned to the active payroll at the time he starts to work and will be removed from the sick payroll at the same time.

6. An employee who leaves the job on account of illness or who reports in that he is sick or has suffered an off job injury is considered sick until he has been cleared for work and has notified his supervisor that he is available for work.
7. An Employee who is absent as a result of illness or injury, whether he is covered or not covered by the Non-Occupational Illness or Injury Policy, is not eligible for such items as holidays, shift differential, upgrading and other benefits he would receive if he were working.

Vacations

8. Article VII, B.2., provides that an employee can re-schedule his vacation if he becomes sick or is injured after his last work period prior to his scheduled vacation, if he notifies the Company prior to the start of the first regularly scheduled basic workday for which he is to receive vacation pay, provided that such illness or injury is in no way connected with his vacation.

This policy is extended to cover the case of an employee who becomes sick or is injured during the five basic scheduled workdays immediately preceding his scheduled vacation provided that he notifies the Company of the circumstances prior to the start of the first regularly scheduled workday for which he is to receive vacation pay and requests a rescheduling of his vacation.

If an employee has been absent on non-occupational illness or injury allowance for more than five basic workdays immediately preceding the start of his vacation, the Company will consider that the employee has automatically given notice of desire to reschedule the vacation unless the employee specifically notifies the Company of his intention to continue with his original scheduled vacation and secures a clearance from the Medical Section prior to leaving on his vacation that he can return to work at the conclusion of his vacation.

Holidays

9. Any holidays which fall or are observed on what would be normal scheduled workdays within a sick period are considered sick days.

Any holidays which fall on relief or normal scheduled off days within a sick period are considered Relief or "R" days.

A holiday which immediately precedes one or more days of sickness, disregarding any intervening relief or off days is considered a holiday. Should such a holiday fall or be observed on what would be a normal scheduled workday and the employee can substantiate that he was sick on such a day, then that holiday will be considered as a sick day. When a holiday immediately follows and is at the terminal of one or more days of sickness, disregarding any intervening relief or off days, the holiday will not be granted unless the employee has been cleared for work and has notified his supervisor prior to such holiday that he is available for work.

12-23-54

Revised: 01-13-55, 05-05-58, 01-30-67, 09-15-69

INSTRUCTION NO. 6A

NON-OCCUPATIONAL ILLNESS OR INJURY

REFERENCE: Article VIII, Section D. All Units.

PURPOSE: To Clarify Amount and Duration of Wage Allowance for any Continuing Absence.

It has been the intent and purpose of this policy that an employee shall receive a specific wage allowance when absent from duty due to a legitimate and authorized non-occupational illness or injury.

An employee absent from work for either of the above causes, may appear to be and feel able, to return to work. However, before reporting for duty or after being at work for a period of time, a recurrence or complication of the original condition may occur so that the employee is unable to report for duty or to continue at work. This inability to report for duty or to continue at work shall be considered as one continuing absence for the purpose of determining the duration and amount of N.O.I.&I. allowance. The original date that it became necessary for the employee to be absent from work will be used as the starting date of the continuing illness, and any intervening period or periods worked will not be charged in determining the time duration of the absence from work and the specific amount of wage allowance that is due him for that particular illness or injury.

If, after having been absent from duty for quite a period of time, or periods of time on a continuing illness, the employee recovers sufficiently to return to work, and he is able to work continuously for a period of six months, it shall be considered that he has worked a reasonable length of time since the last date of his absence from work so that for all intents and purposes his condition shall be considered arrested or cured, and any future absence from duty for the original cause of the continuing illness shall be considered as a separate and distinct new illness or injury.

It is intended that termination of employment and the period of Reemployment rights will be determined from the last day worked in such instances unless extenuating circumstances dictate otherwise.

In regard to instances where an absence is due to non-occupational injury, and the Company is successful in recovering partial payment through the exercise of subrogation rights, an equivalent portion of time duration charged for such absence will be reinstated for record purpose in the application of this policy.

3-22-60

Revised: 01-30-67, 09-15-69

INSTRUCTION NO. 7

CALL OUT HEADQUARTERS WORKERS TRAVEL TIME - TRAVEL ALLOWANCE

REFERENCE: Article III, K.1.	All Units
Article V, I.4.	All Units

PURPOSE: The Union and the Company Negotiating Committees, in an interpretive meeting held December 7, 1954, discussed Call Out, Travel Time and Travel Allowance as the apply to Headquarters Workers and concurred to the following interpretation.

The Call Out one hour TRAVEL TIME ALLOWANCE which accompanies every Call Out is used only in calculation of meal money and is eligible for shift differential when applicable. It is not used in the calculation of time provided for in the rest period (Article III, J.1. and J.2).

TRAVEL ALLOWANCE, based on existing tables between Headquarters and the job is not used in the calculation of meal money or Article III, J.1. and J.2. rest periods.

Actual TRAVEL TIME, paid for as time worked, between Headquarters and the job enters into calculation of meals and Article III, J.1. and J.2. rest periods.

Any unworked portion of the minimum three hour Call Out shall be credited against Travel Allowance or Travel Time. No deduction can be made from the Call Out one hour Travel Time Allowance.

On a Call Out when a Headquarters worker is required to report to his Headquarters before proceeding to the job, he will receive Travel Time between Headquarters and the job. If he is required to return to Headquarters from the job, he receives Travel Time between the job and Headquarters. If he is permitted to go home from the job, he received Travel Allowance from the job to Headquarters.

On a Call Out when a Headquarters worker is directed to report to the job rather than his Headquarters, he receives Travel Allowance from the Headquarters to the job. If he is permitted to go home from the job, he receives Travel Allowance from the job to Headquarters. If he is required to report to Headquarters after leaving the job, he receives Travel Time from the job to Headquarters.

1-27-55

Revised: 01-30-56, 11-10-59, 10-01-77

INSTRUCTION NO. 8

EMPLOYEE RETURNING FROM MILITARY SERVICE

REFERENCE: Article IV, Section M

All Units

An eligible employee (as defined herein) who leaves a position with the Company to perform training and service in the Armed Forces of the United States, shall, upon his release from the Armed Forces, be reemployed, if he is still qualified, provided he presents a certificate indication satisfactory completion of his period of training and service and makes application for Reemployment within 90 days after his release from active duty, or from hospitalization continuing after such release for not more than one year.

As used herein, the term "eligible employee" shall mean all employees, including probationary, other than those who have been engaged for temporary work. A regular employee shall be considered eligible under this instruction even though he is filling a temporary classification or in an "acting" capacity. No one other than an eligible employee as defined herein shall have Reemployment rights.

The procedure to be followed with respect to a veteran seeking Reemployment with the Company upon his return from military service shall be:

1. The veteran is to be referred tot he Personnel Department for an interview with the Employment Supervisor, or his representative, for a medical examination, and to bring his personnel records up to date.
2. If still qualified, the veteran shall have the option of returning to the job that he last held prior to entering military service, or selecting a job that had been filled by the job posting procedure during his absence by a less senior employee.
3. If the veteran elects to return to the last job held prior to entering the military service, he shall be paid the step rate in the rate range for that job classification in effect at the time of his return in accordance with his length of service in that job classification including the time spent in military service. If the eligible veteran held an "acting" or "temporary" job immediately prior to entering military service, he will have the right to that job if it is still classified "acting" or "temporary" and is filled by an employee on a date subsequent to that when filled by the veteran.
4. If the veteran wishes to select a job that was filled during his absence by a less senior employee, the Company will supply the veteran with a list of those jobs he would have been eligible to bid had he not been in military service. The veteran must then select the position he is entitled to prior to returning to work. For pay purposes the veteran will be assumed to have moved into his new position on the date that vacancy was filled and progression and general increases will be applied from that date to the date the veteran assumes the new position.

5. Regular employees displaced by the returned veteran will be given an opportunity to displace employees in equal or lower job classifications, in the manner provided for in the Company-Union Agreement (Article IV, J.; Article IV, K; and Article V, D.).
6. In order to accomplish the above, no new jobs will be created and the employee unable to displace another will be laid off. This may mean that the returning veteran will be required to take a less desirable position or perhaps have no job, depending upon the circumstances surrounding his particular case.

2-8-55

Revised: 05-01-67, 10-01-71

INSTRUCTION NO. 9

DISPLACEMENT – DEMOTION – LAYOFF

REFERENCE: Article IV, Section J.1.

All Units

INTENT: In the interest of expediting the movement of employees involved in the so-called bumping down procedure, the Company and the Union have agreed that the interpretation of intent of this Section will be read to include the following paragraph:

An employee who has been given notice that he is to be displaced pursuant to the provisions of this Section, shall be required, within a period of seven (7) calendar days after such notice has been received to select a job, if any exists, into which he is entitled to move pursuant to such provisions, and if he fails to select such a job if one exists, the Company shall have the right to assign him to such a job. Upon the request of an employee who has been given notice that he is to be displaced, the Company will provide him with all the pertinent data concerning specific job classification in which he is interested.

During the period of thirty (30) days after such notice has been given and whether or not the employee continues working on the job which he held at the time he received such notice, the employee will be reassigned to that job in the event that the employee who displaced him should vacate such a job (on a regular basis) for any reason.

It has been further agreed that an employee who has been displaced by the elimination of a position due to curtailment of forces, will be given the opportunity of returning to the job from which he was displaced when the position originally eliminated is reactivated within six months from the effective date of his displacement. In addition, all employees involved in the original chain of displacements will also be given similar opportunity provided that each employee in order elects to return to his then vacant, former position and that the original chain has remained unbroken. If one of the employees involved elects not to return or has left the job he obtained through the original chain of displacements, the process of returning employees to their original jobs will be stopped at that point and all subsequent displacements in the bump will remain in effect. This is meant to apply only to regular jobs (not acting or temporary) filled by employees on a regular status. It is further understood that job posting is not required to return employees to such vacant positions and that there is no intention that any employee will be moved from a position he holds through job posting or through means other than that described in Article IV, paragraph J. of the Agreement.

3-10-55

Revised: 10-01-58

Corrected: 07-09-59

Revised: 05-18-61

INSTRUCTION NO. 10

HOLIDAYS

REFERENCE: ARTICLE III, SECTION E. ALL UNITS

1. A holiday is the time from midnight to midnight of the day in question. It is understood that on shifts such as 11-7-3, Eleven o'clock is to be considered as midnight.

2. A holiday which falls on any day of the week other than the first or second day of rest is observed on the day on which it falls.

3. When any holiday falls on the second day of rest, the first basic scheduled workday following will be considered observed as a holiday and the second day of rest will be considered not to have been a holiday.

4. When any holiday falls on an employee's first day of rest the holiday will be celebrated on his last previous basic workday and the first day of rest will be considered not to be a holiday.

5. In schedules that contain four (4) consecutive relief days, the third relief day will be considered as a first day of rest and the fourth relief day will be considered as a second day of rest.

6. When an employee's hours of work fall within or extend into a holiday, he shall receive a holiday allowance of straight time pay for the number of hours in his basic scheduled workday. The employee can receive the holiday allowance only once for any one holiday.

7. Shift differential is not included in holiday allowance.

8. Employees shall be granted time off when possible and paid holiday allowance on the basic scheduled workday that is observed as their holiday. The Company will endeavor to give as reasonable a notice as possible on changes of the following status:

A. Employees on day work: are excused unless previously notified to the contrary.

B. Employees on shift or scheduled work: Will report for work unless previously notified to the contrary

9. An employee who works on a holiday shall be paid holiday allowance and in addition, shall be paid as follows:

A. Time and one-half ($1 \frac{1}{2}$) for hours worked within his normal scheduled hours.

- B. Double (2) time for all hours worked in excess of or not within his normal scheduled hours.

10 Holiday Allowance When Mark-up Rate is Used.

If an employee is temporarily working on a job classification (other than occasional use) higher than his regular job classification, and a holiday occurs within this period, he will receive the mark-up rate for the holiday irrespective of whether he works or does not work on the holiday.

If the holiday should occur on the last day of this period, he will also receive the mark-up rate.

The basis of these two practices is that were it not a holiday, he would have been working on the marked-up job classification.

This is not to be confused with rate paid on vacations, sick leave, or other absences, where the employee receives his regular rate.

11. Holidays involved in Absence due to Non-Occupational Illness or Injury.

Refer to Personnel Department Instruction No. 6 regarding treatment of holidays under this condition.

12. Holiday During Vacation Period.

Should a holiday fall or be observed on what would have been a basic scheduled workday if the employee had not taken a vacation at that time, then the employee shall be entitled to an additional day off with pay at the beginning or end of his vacation or if such should be impractical the additional day may be taken at a later date.

13. Holidays Involved in Absence due to Death in the Family.

Refer to Personnel Department Instruction No.11 regarding treatment of holidays under this condition.

14. Holidays Involved in Absence due to Jury Duty.

Refer to Personnel Department Instruction No.3 regarding treatment of holiday under this condition.

15. Holidays Involved in Leaves of Absence or Periods of Excused Absence.

All holidays occurring during a leave of absence or period of excused absence are void as regards to holiday allowance.

Holiday allowance for a holiday occurring at the start or the finish of a leave of absence or period of excused absence will be granted providing:

- A. That the employee is not required to work on that holiday and is excused.
- B. That the employee is required to work and does work during that holiday.

16. An employee who is required for work and is absent on that day will not be paid holiday allowance unless excused.

3-10-55

Revised: 12-21-55, 10-01-56, 10-01-58

INSTRUCTION NO. 11

DEATH IN THE FAMILY

REFERENCE: Article VII, Section 1.1

All Units.

1. Notification of Death in the Family

If the employee is at work on a basic scheduled workday when notice of death in the family is received, he will be paid, as worked, to the time he leaves the job, and the Death in the Family policy will become effective at that time. The remaining time of that basic scheduled workday shall be marked "F" on the time sheet. The time off with pay which the employee is entitled to be limited to a maximum of four (4) basic scheduled days and cannot extend past the first day after burial.

2. Holiday in the Period

When a holiday is observed on a basic scheduled workday during the period an employee is entitled to be off with pay due to a death in the family, the employee's time sheet shall be marked "H" for such a holiday and no additional day off will be allowed. The employee is not entitled to both holiday and death in family benefits for the same day.

3. Vacation

(a). If a death in the family occurs after the employee's last scheduled work period prior to his scheduled vacation and he notifies the Company of such death prior to the start of the first regularly scheduled basic workday for which he is entitled to receive vacation pay, he can, upon request, have his vacation rescheduled.

(b). If a death in the family occurs after the start of the first regularly scheduled basic workday for which the employee is to receive vacation pay, death in the family benefits will be paid in accordance with Article VII, I.1.

5-3-55

Revised: 10-01-58, 10-01-71

INSTRUCTION NO. 12

CALL OUT

REFERENCE: Article III, Section K.1.

All Units

PURPOSE: To define Call Out.

A Call Out exists when an employee who is off duty and off Company property is given less than four hours notice to report for work.

Typical examples of when an employee is considered off duty and off Company property are as follows:

- a. Any employee who has reached home.

- b. Employees working at Brunot Island when they have reached the bridge leaving the Island.
- c. Employees working out of a Headquarters such as Lexington Avenue who have proceeded to the parking lot for their cars and have driven out of the parking lot.
- d. Employees working out of a Headquarters such as McKeesport who have entered the supermarket across the street for shopping purposes.
- e. Employees working at Manchester who have left the parking lot. Employees waiting on the property or across the street for rides will not be considered to have left the property.
- f. Employees at Colfax, Elrama and Phillips are off the property when they pass the guard post.
- g. Employees at Shippingport Atomic Power Station and Beaver Valley Power Station are off the property when they reach State Highway 168.
- h. Employees at Cheswick Power Station are off the property when they reach Porter Street.

11-2-55, Revised 10-01-75

INSTRUCTION NO. 13

SHIFT DIFFERENTIAL

REFERENCE: Article III, Section H All Applicable Units.

PURPOSE: To unify practices in regard to shift differential. Article III, H was originally written to cover shifts that changed at 3:00 P.M. and 11:00 P.M. As a result, shifts that changed at 12:00 Midnight by virtue of the 7:00 A.M. cut-off lost an hour of differential allowance.

1. Article III, H has been revised to read as follows:

The rate for work between the hours of 3:00 P.M. and 8:00 A.M. for employees working first and third shifts and for employees working the second shift on Sunday shall be \$1.13 cents per hour higher - \$1.18 cents per hour higher effective October 1, 2003 - \$1.23 cents per hour higher effective October 1, 2004 - \$1.28 cents per hour higher effective October 1, 2005 - than the applicable rate for the job occupied. The additional allowance shall, however, only be applicable to employees whose work schedule ends after 6:00 P.M., or begins before 7:00 A.M. and applies only to those hours worked between 3:00 P.M. and 8:00 A.M. The additional allowance shall be included in the base rate for overtime pay purposes when the employee qualifies for the additional allowance.

2. Because of schedules prevailing in the Transportation Section Unit No. 1, their Article will read the same as 1., above, but 8:30 A.M. is substituted for 8:00 A.M.
3. Memorandum of Agreement dated January 31, 1947 signed by the Union and the Company is revised to provide that when the provision of this Article applies to Coal and Ash Handlers on Sunday, they will receive shift differential.
4. Shift differential does not apply to hours not worked such as travel allowance, the unworked portion of minimum call out time, or rest period time. (Travel time allowance accompanying call out is eligible for shift differential when applicable).

11-2-55

Revised: 10-10-56; 11-10-59; 10-01-71; 10-01-75; 10-01-77; 10-01-79; 10-01-81; 10-01-83, 10-01-85; 10-01-90; 10-01-94; 10-31-96, 10-01-03

INSTRUCTION NO., 14

DEMOTIONS AND LAYOFFS

REFERENCE: Article IV, Section E, (3rd Paragraph) All Units.

PURPOSE: To outline Company policy in regard to advance notice to the Union in cases of demotion and layoff.

1. Layoff in the sense used here does not include layoff of a disciplinary nature or, layoff resulting from bumping down or layoff from physical disability.
2. When it is necessary to reduce forces as a result of curtailing or changing an operation it is generally a subject the management has been considering for some time. In such cases it is desirable where possible that the Union be given two weeks notice as to the action deemed necessary. Such notice only applies to the start of bumping down and not the related bumps or resulting layoff.

11-2-55

INSTRUCTION NO. 15

CENTRAL JOB POSTING

REFERENCE: Article IV, Section F. All Units.

Central Job Posting will become effective February 15, 1956. The Central Job Posting procedure will cover all Union employees, regardless of current bargaining units, under two general heading; namely manual employees and non-manual employees. All cards and notices having to do with manual employees will be code color white and all cards and notices having to do with non-manual employees will be code color green.

In carrying out the Central Job Posting procedure, standard post card size notices will be used effective in the following order:

- (1). Job Posting Request – Form G33-2483
- (2). Vacant Job Posting Notice – Form G33-2582
(Personnel Department use only)
- (3). Posted Job Application – Form G33-2383
- (4). Posted Job Filled Notice – Form G33-2783
(Personnel Department use only)

The Job Posting Request will be prepared by the department desiring a job posting. This Job Posting Request is a printed form card addressed to the Personnel Department and designated for mailing through the Company mail. The form shall be completed in all respects by the department involved before forwarding to the Personnel Department.

The Vacant Job Posting Notice will be prepared in the Personnel Department from the information received on the Job Posting Request. This notice is a printed card form made up in sets of 106 and, upon completion, will be mailed by the Personnel

Department to the printed address shown on each card. Certain cards in each set will be mailed through U.S. mail to locations not served by Company mail and the remaining cards will be forwarded through Company mail.

Posted Job Applications are printed form cards that will be maintained at each posting location. These cards, when completed by the employees, are to be mailed without envelopes, as first class U.S. mail upon the affixation of a sufficient postage stamp. These cards are addressed to the Duquesne Light Company, Human Resources, 411 7th Avenue, P. O. Box 1930, Pittsburgh, Pennsylvania 15230-1930 and will be accumulated in individual envelopes designed for the purpose. A separate application card for each job applied for must be filled out and personally signed by the applicant in order to be considered valid.

The Posted Job Filled Notice will be completed by the Personnel Department upon receipt of the name of the successful applicant from the affected department. These notices are also on printed form cards made up in sets of 106 cards. Each card will be mailed to the same addresses as those noted in the above paragraph.

(Vacant Job Posting Notice)

General

A job-posting envelope will be maintained in the Personnel Department for each job posting for the purpose of retaining all of the above forms. The face of the envelope will carry necessary information to identify the posting, including the file number assigned by the Personnel Department. Upon the expiration date of the posted job, the envelope containing the job applications will be forwarded to the originating department for the selection of the successful applicant. After the determination of the successful applicant, the first mail address on the job-posting envelope should be cancelled and the envelope returned to the Personnel Department with the name of the successful applicant, effective date, and the other data entered in the space provided at the bottom of the envelope. The department requesting the posting will retain the applications.

Additions to or the elimination of posting locations shall be made only after agreement with the Personnel Department. In case of a change of address, either U.S. mail or Company mail, the Personnel Department should be notified immediately.

The Personnel Department has ordered arch files for all the departments. These are to be installed on the bulletin boards at the posting locations. The Job Posting Notices are punched for attachment thereto.

2-1-56

Revised: 02-09-56

INSTRUCTION NO. 16

SENIORITY

REFERENCE: All Units.

Effective October 1, 1974 - Instruction No. 16 is no longer applicable.

INSTRUCTION NO. 16A

SENIORITY

REFERENCE: All Units.

Effective October 1, 1974 - Instruction No. 16A is no longer applicable.

INSTRUCTION NO. 17

SENIORITY STATUS

REFERENCE: All Units.

Effective October 1, 1974 - Instruction No. 17 is no longer applicable.

INSTRUCTION NO. 18

HERNIA

REFERENCE: All Units.

PURPOSE:

To clarify the policy regarding reimbursement for medical and hospitalization expense incurred for hernia repair.

Manual Employees

1. Compensation, medical and hospitalization expenses will be paid for all Company work-connected hernias in accordance with the Pennsylvania Worker's compensation Law.

2. The cost of medical and hospitalization expenses in those cases which are not definitely covered under the compensation laws will be considered and reimbursement made depending on the merits of the particular case.
3. Where there is no record or *clear recollection of a work-connected incident* that could have caused a hernia, but where, due to the physical requirements of his job there is reasonable belief that the hernia could have been sustained as a result of his work, then the Company will reimburse the injured employee for hospitalization and medical expenses.
In such cases, the sum to be reimbursed shall be equal to the total medical and surgical bill plus the total hospital bill (on a semi-private basis), less the amount paid by the group hospital-surgical and major medical plans carried by the employee with the Company participating in the expense; but in no case shall the reimbursement to the injured employee exceed \$200.
4. The Company will not make any reimbursement in those cases where the employee definitely knows he sustained or could reasonably have sustained a hernia during activities which do not arise out of his employment with the Duquesne Light Company.

All Other Employees

Other than compensable cases, no reimbursement will be made, unless the employee can provide conclusive proof that his case should be compensable except for some technical provision that the Compensation Law might exclude. In these extreme cases, voluntary reimbursement will be made on the same basis as for manual employees.

10-5-56

Revised: 03-19-59, 05-01-67

INSTRUCTION NO. 19

CONTRIBUTORY GROUP LIFE INSURANCE PLAN

REFERENCE: Article VIII, Section E. All Units.

PURPOSE: To provide a brief outline of the revised Group Life Insurance Plan.

The policy is carried with the Prudential Insurance Company of America and covers all employees of the Duquesne Light Company and Subsidiary Companies as explained in the following paragraph entitled "ELIGIBILITY".

The insurance plan described herein is effective only if the employee is eligible for insurance and becomes and remains insured in accordance with the provisions, terms and conditions of the master policy.

ELIGIBILITY

All regular employees of the Allegheny County Steam Heating Company, and Duquesne Light Company, except those employees represented for collective bargaining purposes by the United Mine Workers of America, are covered by the Group Life Insurance Plan.

New employees, other than those termed "temporary" become eligible at the time they commence active service with the Company.

PLAN OF INSURANCE

An employee is eligible for Group Life Insurance in an amount equal to one and one half times his annual base earnings (not including overtime), adjusted to the next higher \$1,000. This amount includes \$4,200 (\$5,000 effective 1-1-81) of Life Insurance for which the Company pays the entire cost and the balance is optional with the employee. If he elects to take it, it is on a contributory basis for which the employee pays \$.45 (\$.40 effective 10-1-80) per \$1,000 each month and the Company pays the balance of this cost. An employee participating in the Contributory Group Life Insurance must take the amount for which he is eligible in accordance with his base earnings.

The insurance classification shall be reviewed each December 15 and any changes in the amount of insurance resulting from such review shall be effective as of January 1 next following such review except that any change in the amount of insurance of any employee not actively at work on said January 1 shall be effective as of the first day he returns to active work.

EFFECTIVE DATES

A new employee becomes insured for the \$4,200 (\$5,000 effective 1-1-81) Non-Contributory Insurance on the day he commences active service. He is also eligible to participate in the Contributory Group Life Insurance without medical examination, provided he enrolls on the date he commences active service or within 31 days after that date.

Any employee who did not enroll within the 31 days after he was eligible for the Contributory Group Life Insurance, may enroll at any time. However, he must satisfy Prudential that he is in good health before he can become insured. In that case, he may be asked to submit to a medical examination at his own expense. Contributory insurance will become effective on the date the employee passes the medical examination.

PERIOD OF COVERAGE

Non-Contributory Insurance - \$4,200
(\$5,000 effective 1-1-81)

1. All active employees who fulfill the eligibility requirements.
2. Employees retired on pension for the full period of retirement.
3. All disabled employees for the full period of disability so long as the person is still an employee of the Company or is on pension.
4. All employees on leave of absence, other than a military leave in excess of two weeks, for the full period of the authorized leave.

Contributory Insurance

1. All active employees who fulfill the eligibility requirements and who elect and are approved by Prudential to participate in the Contributory Group Life Insurance program.
2. All disabled employees who are participating in the Contributory Group Life Insurance program prior to their disability, for the full period of disability so long as the person is still an employee of the Company.
3. All employees who are participating in the Contributory Group Life Insurance program on leave of absence, other than a military leave in excess of two weeks, for the full period of the authorized leave.

TOTAL AND PERMANENT DISABILITY

An employee who becomes disabled by bodily injury or disease and such disability commences prior to his attaining age 60, will be eligible for disability payments provided that his disability in the judgment of Prudential is presumed to be permanent and will continuously prevent him for life from engaging in any occupation or performing any work for compensation of financial value.

An employee qualifying for disability payments will receive 60 equal monthly disability installments of \$18.12 for each \$1,000 of insurance (up to \$35,000) for which he was covered immediately proceeding the commencement of his disability. Any installments remaining unpaid at the death of the employee shall be commuted at 3½% per annum compound interest and paid in a lump sum payment to the named beneficiary. Any amount of insurance in excess of the above mentioned \$35,000 shall also be payable at that time.

BENEFICIARIES

The beneficiary shall be the person or persons designated on the employer's records in accordance with the employee's election. Any employee may from time to time while insured change the beneficiary by a written request signed by the employee and filed with the employer.

An employee may, by written notice to Prudential, elect to have all or any part of the amount of insurance on his life paid in installments or in any other manner that may be agreed to by Prudential. If the employee does not make an election, the beneficiary may do so after the employee's death. If no election is made by either the employee or beneficiary, the amount of insurance on the employee's life will be paid in a single lump sum.

Any part of the insurance for which there is no beneficiary designated by the employee or surviving at the death of the employee will be payable to the first surviving class preference beneficiaries: The employee's (a) widow or widower; (b) surviving children; (c) surviving parents; (d) surviving brothers and sisters; (e) executors or administrators.

In the absence of the appointment of a legal guardian any minor's share may be paid at rate not exceeding \$50 a month to such adult or adults as have in Prudential opinion assumed the custody and principal support of such minor.

After the death of the employee, the beneficiary may designate (with the right to change such designation) a person or persons to receive any amount which in the absence of such designation would become payable to the beneficiary's executors or administrators.

CONVERSION

Upon termination of employment, the employee can convert without physical examination (evidence of insurability), within 31 days, all or part of the insurance carried on his life under the Group Life Policy to an individual policy in any one of the forms then customarily issued by Prudential, except that this conversion privilege does not include term insurance or a policy providing total and permanent disability benefit or additional benefits in the event of accidental death. Premiums become payable by the employee.

EXTENDED DEATH BENEFIT

During the conversion period following termination of employment, upon receipt of due proof that an employee whose insurance hereunder terminated due to termination of employment died within 31 days after such termination of employment, Prudential will pay to the employee's beneficiary the amount of insurance for which the employee was last insured under this policy.

12-3-56

Revised: 09-06-63; 05-01-67; 01-01-73; 10-01-77; 10-01-79;
10-01-81; 10-01-85; 10-01-90

INSTRUCTION NO. 20

DAYLIGHT SAVINGS TIME

REFERENCE: All Units.

PURPOSE: To explain pay practices for irregularities in hours paid as a result of changing to and from Daylight Saving Time.

1. The change to Daylight Saving Time is effective at 2:00 A.M. Standard Time, Sunday (date variable). Employees whose basic workday includes the time change shall be paid eight hours for the seven hours actually worked. The hour of pay for time not worked shall be at the employee's straight time rate. Shift differential shall be paid only for hours actually worked. Employees who are working hours outside of their current schedule at the time of the change shall be paid at the applicable rate for only the number of hours actually worked.
2. The change from Daylight Saving Time is effective at 2:00 A.M. Daylight Saving Time, Sunday (date variable). All employees who are working at the time of the change shall be paid at the applicable rate for the hours actually worked.

12-3-56

Revised: 05-01-67

INSTRUCTION NO. 21

DISTRIBUTION OF OVERTIME

REFERENCE: Article III, Section F. All Units.

PURPOSE: To achieve uniform understanding and further clarify the intent of the Article referred to above.

1. All overtime work as become necessary within the same job classification shall be distributed as evenly as possible among the employees in their respective work groups. The groups shall be confined to sections of departments, such as, a generating station, substation, district, etc.
2. In those departments where overtime is maintained separately, as "Emergency" and "Scheduled", the principles outlined herein will be applied to each type of overtime.
3. Overtime work shall not be credited to an employee unless he has actually refused to work the overtime.

1-21-57

Revised: 05-01-67

INSTRUCTION NO. 22

WAGE AND SALARY DETERMINATION WHEN AN EMPLOYEE IS PROMOTED, TRANSFERRED, OR DEMOTED TO A JOB CLASSIFICATION WITHIN THE SAME UNIT

REFERENCE: All Units.

Effective - February 17, 1964

PURPOSE: To provide a uniform method of determining wage or salary rate to be paid when an employee is promoted, transferred, or demoted.

Promotion

When an employee moves into a job classification in a higher schedule step than the job classification last occupied in the same unit.

Transfer

When an employee moves into the same or different job classification in the same schedule step as the job classification last occupied in the same unit.

Demotion

When an employee moves into a lower schedule step job classification than the job classification last occupied in the same unit (except when being reassigned as provided for in Article IV, D.2, 3, and Article IV, I.).

Schedule Step

Within a unit, each schedule step containing a decimal will be considered to be a separate and distinct schedule step; that is a schedule step designated 3.1 will be treated as a higher schedule step than 3, a schedule step 8.2 will be treated as a higher schedule step than 8.1, etc. (In bumping, employees may only displace employees in equal or lower classifications except as follows: If an employee in a Schedule Step 3 job is bumped he, in turn, may bump back into any previously held 3.2 job.)

Automatic Time Progression

Movement between time interval rates in established rate schedules shall be at twelve-month intervals based on anniversary date determined as follows:

Promotion – Anniversary date is date of entry into new job classification.

Transfer – Employee retains anniversary date in the Schedule Step.

Demotion – Anniversary date is determined by total cumulative employment time used to establish employee's rate when demoted.

WAGE OR SALARY DETERMINATION

1. An employee who is promoted will receive the lowest rate in the higher scheduled step which is next above the wage or salary rate being received in the job classification from which he is being promoted. However, no employee shall receive more than the maximum rate for the job classification to which he is being promoted. (Exception: If an employee is returning within 12 months, to a job title previously held, his rate will be the time interval rate previously attained in that job title, and future progression will be based on total time spent in the job title to which he is returning. In all other cases where an employee is being promoted to a job title previously held, his rate will be determined as outlined in the first sentence of this paragraph or will be the time interval rate and progression status previously attached in the job title, whichever is higher.)
2. An employee who is transferred will receive the same wage or salary rate in the new job classification as he was receiving in the job classification from which he is being transferred, except that an employee returning to a job classification previously held will be granted the time interval rate and progression status previously attained, if this results in a higher rate than above. No employee shall receive more than the maximum rate for the job classification to which he is transferred.

3. An employee who is demoted will receive the highest rate in the job classification to which demoted that is produced by one of the following conditions: (a) minimum rate of the job classification and credit for total cumulative employment time in regular status job classification higher and/or the same schedule step to which demoted. (b) Previously attained rate in the specific job classification and credit for subsequent cumulative employment time in regular status job classifications in higher and and/or the same schedule step to which demoted. (c) Highest previously attained rate in any equal or lower rated job classification held on regular status and credit for total cumulative employment time in regular status job classifications in higher and/or the same schedule step to which he is demoted. No employee shall receive more than the maximum rate for the job classification to which he is demoted.
4. Movement between Units will, of necessity, have to be determined on the basis of individual cases. Once it is determined how the movement between Units can be classified, the appropriate paragraph above will apply in determining the wage or salary rate the employee is to receive. When movement is between hourly and monthly rated jobs, the monthly rates are converted to their equivalent hourly rates, and the schedules compared on an hourly basis for determination of the appropriate classification of the move. In those cases where an employee moves from one unit to another, the maximum pay rate of each position is to be used to determine whether the move is a promotion, transfer or demotion.

5. When an employee moves from a temporary job by bidding procedure, the wage or salary determination is based on a movement from his former regular position and progression status. Time spent in a temporary or acting job (not including acting military) will only be considered in wage or salary determination when the employee returns to the same job title, in which event the temporary time will be credited as regular.

2-1-57

Revised: 08-01-57; 03-10-60; 02-17-64; 05-01-67; 10-01-77

INSTRUCTION NO. 23

WAGE OR SALARY RATE CHANGES FOR EMPLOYEES ABSENT BECAUSE OF NON- OCCUPATIONAL ILLNESS OR INJURY

REFERENCE: All Units.

PURPOSE:

To provide a uniform method for making scheduled wage or salary rate changes when an employee is absent from work because of non-occupational illness or injury. A change in an employee's wage or salary rate brought about as a result of anniversary date (automatic time progression increase), or a general increase is to be made by Payroll Authority effective on the due date, except:

No employee's wage or salary rate is to be changed as a result of anniversary date or general increase while employee is absent from work because of non-occupational illness or injury and such absence is covered by a Report of Absence for Non-Occupational Illness or Injury (Form G-3311583). In such cases, any scheduled changes in an employee's wage or salary status is held in abeyance until the employee returns to work. On the day the employee returns to work, a Payroll Authority is to be issued and made effective as of that date to cover any wage or salary rate change to which the employee is entitled.

Any wage or salary rate change which becomes due during the first seven days of an illness or injury absence of an employee will be covered by a Payroll Authority and made effective on the date due. The employee, for this purpose, will be treated the same as if working, irrespective of the fact that a Report of Absence for Non-Occupational Illness or Injury (Form G-33115883) has been issued.

5-5-58

Revised: 05-01-67; 09-15-69

INSTRUCTION NO. 24

DISABILITY RATE DETERMINATION

REFERENCE: Article V, Section D.3. All Units.

In order to insure a more complete understanding of the application of Article V, D.3 of our Agreement, and in particular the manner of determining the rate when an employee on disability is being placed on a higher-rated vacant job classification by bidding or negotiation, the following interpretation will apply.

It was the intention that "(the rate being received at the time he is declared disabled)" referred to the time interval rate in the schedule step. If a disabled employee is moving to a higher-rated vacant job, the time interval rate that the employee had attained in the schedule step occupied at the time of the original disability placement will be adjusted by the general increases since that time, and this adjusted figure will be used with the current rate of the higher job to which he is moving in establishing the new disability rate.

In the event an employee elects to be placed or to remain on a job other than the highest rated job that is made available to him as provided for under Article V, D.3 (third paragraph), his rate on such lower job will be adjusted to reflect only the differential he would be entitled to if her were on the higher-rated job.

The percent differential to be applied in any instance of disability rate adjustments is fixed by the determination made at the time he was originally declared disabled and is not to be adjusted for continued service after that time or as a result of negotiated changes in the formula or other reason.

It is understood that the above understanding will not require adjustment of any disability rates in effect at this time.

3-31-60

Revised: 05-01-67

INSTRUCTION NO. 25

INTERPRETIVE BULLETIN ON CHANGE OF SCHEDULE INVOLVING A NEW OR SAME CALENDAR WORK WEEK

REFERENCE: All Units.

Effective - October 1, 1964

1. When an employee's basic work schedule is to be changed, consideration must be given to the application of Article III., I.1.
2. When an employee's basic work schedule is changed and the change does not result in a change of his basic work week, the change may nevertheless result in a change of the employee's relief days; therefore, the employee's new schedule shall be used to determine his relief days. Payment for overtime hours worked on such relief days will be made in accordance with the provisions of the Labor Agreement.
3. When an employee's basic work schedule is changed and the change does result in a change of his basic work week and the old and new work week overlap because the new work week schedule becomes effective prior to the completion of the old work week, computation of the proper compensation to be paid the affected employee as a result of the overlapping work week, will be made as follows:

- A. Assume first that the overlapping hours are to be counted as hours worked only in the "old" work-week and not in the new; compute straight-time and overtime compensation due for each of the two work weeks on this basis and total the two sums.
- B. Assume now that the overlapping hours are to be counted as hours worked only in the new work week and not in the old, and complete the total computation accordingly.
- C. Pay the employee an amount not less than the greater of the amounts computed by methods A and B. If the computation, described above, results in an employee being entitled, pursuant to the terms of the Fair Labor Standards Act, to overtime payment for two days, such employee will be paid time and one-half for all hours worked on the first day of the two days and double time for all hours worked on the second day of the two days.

5-2-66

Revised: 05-01-67

INSTRUCTION NO. 26

PAYMENT FOR TIME CONSUMED AND TRANSPORTATION EXPENSE INCURRED FOR MEDICAL TREATMENTS AND EXAMINATIONS

REFERENCE: Article V, Section R.2.

All Units

PURPOSE: To eliminate any misunderstanding concerning the application of the provisions of Article V.R.2. of the Agreement. Workmen's Compensation and voluntary supplemental compensation payments are not covered by this Memorandum.

Periodic Examinations

Employees required to report before the start of their work schedule for the purpose of receiving a periodic examination at their headquarters will receive straight time pay for the actual total time consumed while at the place the doctor is conducting his examination, but will not otherwise receive any payment. No reimbursement will be made for transportation expenses incurred or for time consumed in travel.

Employees required to report before the start of their work schedule, during their work schedule or after their work schedule for the purpose of receiving a periodic examination at a location other than their headquarters will receive straight time pay for the actual total time consumed while at the place the doctor is conducting his examination prior to and after their work schedule. Time consumed during their work schedule including travel time, shall be paid for at straight time. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of examination. Transportation expenses shall be based only on bus and/or streetcar fares whenever possible.

Employees required to report on a relief day for the purpose of receiving a periodic examination at their headquarters or at a location other than their headquarters, or at the Company Medical Section will receive one-hour straight time pay. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of examination. Transportation expenses shall be based only on bus and/or streetcar fares whenever possible. Whenever possible periodic examination will not be scheduled on an employee's relief day.

Compensable Injuries

Employees absent from work because of compensable injuries, who require medical treatment and/or examination by the Company Medical Section and/or specialist or physician arranged for by the Company Medical Section, will not be paid for time consumed or be reimbursed for transportation expenses incurred except as they may be covered by compensation and/or voluntary welfare payments.

Employees back working, who require medical treatment and/or examination by the Company Medical Section and/or specialist or physician arranged for by the Company Medical Section during their work schedule will receive straight time pay for that portion of their work schedule that they are required to be excused for such medical treatment and/or examination. No payment will be made for time spent outside their work schedule. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of medical treatment and/or examination. Transportation expenses shall be based only on bus and/or street car fares wherever possible.

Employees injured while working, who require medical treatment and/or examination by the Company Medical Section and/or a specialist or physician arranged for by the Company Medical Section during their work schedule, will receive straight time pay for that portion of their work schedule that they are required to be excused for such medical treatment and/or examination. No payment will be made for time spent outside their work schedule. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of medical treatment and/or examination. Transportation expenses shall be based only bus and/or streetcar fares wherever possible.

Employees required to report on a relief day for the purposes of receiving medical treatment and/or examination by the Company Medical Section and/or a specialist or physician arranged for by the Company Medical Section will not be paid for time consumed. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of medical treatment and/or examination. Transportation expenses shall be based only on bus and/or streetcar fares wherever possible. Whenever possible medical treatment and/or examination, as mentioned above, will not be scheduled on an employee's relief day.

5-6-69

INSTRUCTION NO. 27

"JOB CREATION, INCLUDING A MOBILE WORK FORCE,"

A.1. The Company agrees to add one additional Automotive Service Mechanic position in the Transportation Services Department. The Automotive Service Mechanic position will be offered in accordance with the Collective Bargaining Agreement.

A.2. The Company agrees to add ten new EMT/MAM second-class positions to the Facilities Management Department. The newly created EMT/MAM second-class positions will be filled by posting as set forth in the parties' Collective Bargaining Agreement. The Company further agrees to assist 10 EMT/MAM second-class employees to acquire the necessary training and skills to move into a first class position in 1998.

B.1. The Company and the Union agree to the creation of a new position to be called Mobile Maintenance Utility Worker ("MMUW"). Ten such positions will be created and posted as soon as possible after the signing of this Agreement.

B.2. The Mobile Maintenance Utility Worker will perform work anywhere in the Company where there is a need. Such work will include painting, scaffolding and general house and yard maintenance duties, however, the painting performed by the Mobile Maintenance Utility Worker will be limited to painting at Beaver Valley.

B.3. The Mobile Maintenance Utility Worker will be classified as a Step 4 scheduled worker.

B.4. Travel time for the Mobile Maintenance Utility Worker will be as specified in the Fossil Multicraft Agreement, with the understanding that travel pay will be discussed, as a priority, between the parties in order to ensue that this Mobile Maintenance Utility Worker is competitive with the crafts, as soon as possible after the signing of this Agreement.

B.5. Successful applicants for the Mobile Maintenance Utility Worker position will have obtained or be able to obtain nuclear access clearance and have successfully passed the applicable mechanical tests or previously held a Unit 1 position.

B.6. Until such time as the ten positions are filled through posting, the Union agrees that the Company may upgrade ten of its Beaver Valley House and Yard employees to fill these positions. In exchange, the Company agrees to return from layoff ten employees to fill the House and Yard positions. Once the Mobile Maintenance Utility Worker positions are permanently filled, the Company agrees to find other positions within the Company for those employees who were returned from layoff in order to fill the vacant House and Yard positions.

C. The Company agrees to post 6 new positions at Beaver Valley which will be scheduled work; two Mechanics First Class, two Electricians First Class and two I&C Technicians First Class. The positions that become vacant by the employees who successfully bid into these positions will be backfilled.

D.1. The Company and Union agree to the creation of a Mobile Maintenance work force which can be assigned to work throughout the Company. The Company will post positions and fill positions for ten Senior Technicians and ten Technical Apprentices. Such posted positions will contain a specific skill area. The Company further agrees to backfill those positions left vacant by the employees who successfully bid on these Mobile Maintenance jobs.

D.2. Employees who bid on these positions described in D.1. must meet and discuss the position with the Craft Supervisor and the Mobile Maintenance Work force Manager and must pass the mechanical aptitude test unless hired into a Unit 1 position prior to 1970 or, if hired in 1970 or thereafter, must have already taken and passed such test.

D.3. To be eligible for the position in this Mobile Maintenance Work force, an employee must have or be able to receive nuclear access.

D.4. On a temporary basis, these positions will be paid at the same rate as provided in the Multicraft Agreement. However, the Company and the Union commit to meet, as a priority, as soon as possible after the signing of this Agreement to negotiate a new Multicraft Agreement for these positions in order to ensure such positions are competitive with the crafts.

D.5. The employees in the Mobile Maintenance Work force will be considered scheduled workers.

D.6. Travel time for this Mobile Maintenance Work force will be as specified in the Multicraft Agreement with the understanding that travel pay, job site reporting, and the scheduling of vacation during peak periods will be discussed in order to ensure that this Mobile Work force is competitive with the crafts, at the same time as the Mobile Maintenance multicraft program.

D.7. The employees in the Mobile Maintenance Work force will be entitled to all the benefits provided to other employees as listed elsewhere in this Agreement. The Mobile Maintenance Work force will not, however, be permitted to take vacation during outage periods, except such employees will be able to schedule two weeks of vacation during the period from May 1 to September 30.

D.8. A toolbox shall be provided at each Mobile Maintenance location.

D.9. Once an individual accepts a position within the Mobile Maintenance Work force he/she must commit to remain within that work force for three years, unless he/she successfully bids into a higher rated position.

E.1. The parties agree to meet and negotiate a Multicraft Agreement for the positions within the Field Services Department, and any employee within that Department who chooses not to remain in such a multicraft position will be afforded the opportunity to bump into a lower classification.

E.2. The Company will create seven positions in the Field Services area in order to bring into the bargaining unit some of the collection work that is currently being outsourced.

F.1. The Company and Union agree to the formation of a T&D Mobile work force. The Company will create 14 T&D Mobile Worker positions, which will be classified as a Step 1, Unit 1, and which will be filled by recalling 14 laid off employees. The duties of this position will include: drivers, substation cleaning, janitorial duties, flagging, delivering material, grass cutting, landscaping, snow removal (excluding the use of a truck with snow plow), pole numbering, insulator cleaning when assisting electrical maintenance crews, general laboring and data entry. However, when these employees perform the following work, they will be paid at the top rate of Step 4, Unit 1: pole reinforcement, pole testing, tower inspection and line inspection.

F.2. Employees currently performing work as meter readers may bump into T&D Mobile Worker positions or any other positions for which they are eligible.

F.3. There will be job site reporting for the T&D Mobile work force.

F.4. In lieu of travel time, the T&D Mobile work force will be paid a per diem of \$8 per day for every day spent actually working.

F.5. The position of T&D Mobile work force will be that of a scheduled worker.

G.1. The Company and the Union agree to the creation of at least seven new positions to be called Test Technician.

G.2. The Test Technician will be a scheduled worker (but such schedule will not be implemented until the completion of negotiations surrounding the electrical mechanics) and paid at a Step 7, Unit 1.

G.3. The duties of the Test Technician will include battery testing, ground testing, oil testing, infrared testing, substation preventive maintenance and network protector inspection.

G.4. To be eligible for the position of Test Technician, and employee must be a Senior Meter Technician or have equivalent experience.

G.5. Current Senior Meter Technicians who choose not to accept the position of Test Technicians will be allowed to bump to a lower position.

H. The parties agree to meet to discuss the possibility of a rotating schedule for those employees who, through this Article, have been designated as scheduled workers.

**POLICY GOVERNING WAGE ALLOWANCES TO
REGULAR EMPLOYEES DURING THE TIME SUCH
EMPLOYEES MAY BE ABSENT FROM WORK DUE TO
NON-OCCUPATIONAL ILLNESS OR INJURY**

I. PURPOSE

The purpose of this policy is to provide regular employees wage allowances during those periods when such employees may be absent from work due to non-occupational illness or injury.

II. QUALIFICATIONS

1. Employee is a regular employee who has completed his probationary period.
2. Employee has properly reported the cause of his absence.
3. Employee must present satisfactory evidence of inability to work due to *non-occupational* illness or injury.
4. Employee must furnish the name and address of the attending physician, if any.
5. Employee must permit such reasonable examinations and inquiries by representatives of the Company's Medical Section, as in their judgment, may be necessary to ascertain the employee's condition.
6. Employee must adopt such remedial measure as may be commensurate with his disability.

7. Employee must follow such advice and direction as may be offered by the Company.

III. DURATION OF PAYMENTS

Length of Employee's Continuous Service	Amount and Duration of Wage Allowance
Up to 6 months	None
6 months to 1 year	Full pay 1 month
1 year or more but, less than 3 years	Full pay 2 months
3 years or more, but less than 5 years	Full pay 3 months
5 years or more, but less than 10 years	Full pay 6 months
10 years or more, but less than 15 years	Full pay 9 months
15 year and over	Full pay 12 months

The amount and duration of allowance shall not be in excess of the above schedule for any calendar year. In the event that a continuous absence due to non-occupational disability extends from one calendar year into the next calendar year, the maximum wage allowance payable for such continuous absence will not exceed the total allowance scheduled for a calendar year.

IV. BASIS OF DETERMINING PAY

Full pay in this instance is understood to be computed using the employee's basic wage or salary rate and the basic scheduled hours of work in effect at the time the absence began.

Length of employee's continuous service shall be determined as of the first scheduled day that the employee is absent.

V. GENERAL REGULATIONS

Wage allowance shall not be granted during period of absence resulting from:

1. Illness or injury intentionally self-inflicted.
2. Use of drugs or intoxicants. An exception will be made as outlined in the Alcoholism and/or Drug Abuse Policy.
3. Illness or injury which may obviously be the result of the employee's own gross misconduct or negligence.
4. Disability or chronic ailment which existed and which was known to the employee at the time of his employment by the Company.
5. Disability incurred while the employee may be on leave of absence, furlough or suspension from work.

VI. WAGE ADJUSTMENT EFFECTIVE JANUARY 1, 1978 WHILE COLLECTING TOTAL AND PERMANENT DISABILITY PAYMENTS UNDER SOCIAL SECURITY

1. An employee may submit an application for Total and Permanent Disability Benefits at any time he so desires. A Release of Information Form for Social Security information must accompany such request. Necessary forms will be furnished by the Company upon request.
2. Beginning with the ninth month of absence, the Company will deduct from pay an amount equal to one-half the maximum Social Security disability benefit. The deductions will continue only for the duration of the absence. The Union is to be notified at this time.

3. If an employee returns to work after the start of the ninth month of absence, but before being terminated, any monies deducted under paragraph two above will be returned to the employee provided he has not received, nor has been determined eligible for, Social Security benefits.
4. If an employee has been terminated due to *physical disability*, and is denied Total and Permanent Disability by Social Security, any monies deducted under paragraph two above will be returned to the employee. The employee will be paid any separation allowance to which he may be entitled.
5. If an employee is denied Total and Permanent Disability by Social Security twice prior to the ninth month of absence, there will be no deduction of pay as stated in Paragraph two. If the employee receives two denials after deductions have been initiated in the ninth month, then deductions will terminate and any monies deducted under Paragraph two will be returned to the employee. If an employee, who has received two denials and who has either had no deduction or has been reimbursed deductions, subsequently becomes approved, he must reimburse the Company monies equivalent to the deductions stated in Paragraph two.

6-25-59

Revised: 12-29-66; 09-15-69; 10-01-77; 10-01-81; 10-01-83;
10-01-85

SEPARATION ALLOWANCE POLICY
APPLICABLE TO REGULAR EMPLOYEES

Employee who may be separated from employment with the Company by layoff, including the layoff of individuals whose type of work has been dispensed with, or those who are unable to continue to comply with the minimum requirements of the job, or termination of leave of absence, and not otherwise shall be given the date of such separation an allowance, computed in accordance with the following schedule.

1. Each employee with less than one year of continuous service shall be given one week's pay.
2. Each employee having completed one year of continuous service but less than five years shall be given two week's pay.
3. Each employee having completed five or more years of continuous service shall be given a sum of money computed in accordance with the schedule in paragraph (6) below.
4. For employees with five and less than ten years of continuous service, the weekly wage used in the computation shall be the average weekly wage during such term of continuous service.
5. For employees with ten or more years of continuous service, the weekly wage used in the computation shall be the average weekly wage for the ten-year period immediately preceding the date of separation.
6. The Table attached hereto is to be used to make the computation for the amount of the separation allowance.
7. No assignment or pledge of an allowance will be recognized by the Company.

8. "Continuous service is defined as employment with any one or more of the affiliated Companies where such employment has not been broken by an absence of two years or more (including two years following the expiration of absence due to illness or injury), excepting that employment shall be broken when absence of any duration is caused by an employee quitting, resigning, being discharged or absenting himself beyond the period for which he has been granted a leave of absence. In computing "continuous service" it shall be reckoned from the last date of entry into employment (as shown on the personnel records of the Company) to the date of separation. Fractions of a year shall be disregarded.
9. The payment of a separation allowance severs the relationship of the employee and employer, but an employee may be reemployed by the Company or any affiliated Company. If an employee separated from the Company by layoff or at the expiration of a leave of absence due to illness or injury is reemployed within two years following the date of separation, that employee shall be reinstated with all privileges and service credits. In any such reinstatement case, consideration must be given to the amount of separation allowance received and the period elapsed from date of separation, and if circumstances warrant, an agreement made with the employee for the return of a prorated portion of the allowance, either in one payment or by payroll deductions.

Revised: 02-15-58

Revised: 10-01-66

SEPARATION ALLOWANCE POLICY – TABLE

5 to 9 YEARS' SERVICE

(a). Under 40 years of age 45% of Weekly Wage
Multiplied by Number of Years Service

(b). 40 to 44 Years of Age 50% of Weekly Wage
Multiplied by Number of Years Service

(c). 45 to 49 Years of Age 60% of Weekly Wage
Multiplied by Number of Years Service

(d). 50 to 54 Years of Age 70% of Weekly Wage
Multiplied by Number of Years Service

10 to 14 YEARS' SERVICE

(a). Under 40 years of age 50% of Weekly Wage
Multiplied by Number of Years

(b). 40 to 44 years of age 55% of Weekly Wage
Multiplied by Number of Years Service

(c). 45 to 49 years of age 65% of Weekly Wage
Multiplied by Number of Years Service

(d). 50 to 54 years of age 75% of Weekly Wage
Multiplied by Number of Years Service

15 TO 19 YEARS' SERVICE

(a). Under 40 years of age 55% of Weekly Wage
Multiplied by Number of Years Service

(b). 40 to 44 years of age 60% of Weekly Wage
Multiplied by Number of Years Service

(c). 45 to 49 years of age 70% of Weekly Wage
Multiplied by Number of Years Service

(d). 50 to 54 years of age 80% of Weekly Wage
Multiplied by Number of Years Service

SEPARATION ALLOWANCE POLICY – TABLE

20 to 24 YEARS' SERVICE

(a). Under 40 years of age 60% of Weekly Wage
Multiplied by $1\frac{1}{4}$ times Number of Years Service

(b). 40 to 44 years of age 65% of Weekly Wage
Multiplied by $1\frac{1}{4}$ times Number of Years Service

(c). 45 to 49 years of age 75% of Weekly Wage
Multiplied by $1\frac{1}{4}$ times Number of Years Service

(d). 50 to 54 years of age 85% of Weekly Wage
Multiplied by $1\frac{1}{4}$ times Number of Years Service

25 to 29 YEARS' SERVICE

(a). 40 to 44 years of age 70% of Weekly Wage
Multiplied by $1\frac{1}{2}$ times Number of Years Service

(b). 45 to 49 years of age 80% of Weekly Wage
Multiplied by $1\frac{1}{2}$ times Number of Years Service

(c). 50 to 54 years of age 90% of Weekly Wage
Multiplied by $1\frac{1}{2}$ times Number of Years Service

30 YEARS' SERVICE

(a). 45 to 49 year of age 80% of Weekly Wage
Multiplied by 2 times Number of Years Service

(b). 50 to 54 years of age 90% of Weekly Wage
Multiplied by 2 times Number of Years Service

POLICY GOVERNING REPLACEMENT OF DAMAGED PERSONAL CLOTHING, EYEGLASSES & PROSTHESES

When in the course of performing their duties for the Company an employee's clothing, eyeglasses or prostheses become damaged beyond usable condition due to an extreme unforeseen incident, the Company will reimburse the employee for repairing or replacing such ruined clothing, eyeglasses or prostheses. Normal or reasonably expected job related damage to personal clothing shall not be considered for reimbursement.

The Company shall have the right to inspect the damaged articles and prorate the value of all damaged clothing for the purpose of reimbursement. The Company shall have the right to retain damaged articles for which it has reimbursed employees.

Reimbursement shall not be allowed when an employee was provided with protective clothing and he was not wearing it at the time of the incident. Reimbursement shall not be allowed when the damage is caused by the employee's own neglect or disregard of an apparent hazard or safe working rule.

The decision to reimbursement rests solely with the Company, and such decision shall not be subject to the grievance and arbitration provisions of the Agreement.

Memorandum of Agreement
Between
Duquesne Light Company
And
International Brotherhood of Electrical Workers,
AFL-CIO

After entering into a Memorandum of Understanding on February 18, 1993, the parties have agreed to the following:

- Job Descriptions
 - Senior Hot Stick Lineworker - Scheduled
 - Senior Underground Splicer - Scheduled
 - Underground Mechanic - Scheduled
- Pay Rates
 - Senior Hot Stick Lineworker - \$22.36 Hour
 - Senior Underground Splicer - \$22.21 Hour
 - Underground Mechanic - Step 5 of Schedule "A"
- A Steering Committee will be established to discuss and resolve issues relative to the implementation of this scheduled linework and multicrafting concept. This committee will consist of the President and Vice President of Local Unions 140 and 148, the Managers of C&E - Eastern, Western and Underground, a representative of System Council and the Manager of Human Resources, Marketing and Customer Services Group. This Committee will meet, as necessary, to discuss issues concerning this pilot project.
- Individuals will not perform work for which they are not properly trained or which places them in an unsafe situation.
- Before any reduction in forces takes effect in the Marketing and Customer Services Group, C&E Departments, the Steering Committee will meet and discuss other possible options before implementation of such reductions.

- The aforementioned positions assigned to the Overhead Linework will work a "work week" of four (4), ten (10) hour days and three (3) relief days. Those Articles of the current Agreement in conflict with this concept will be waived by the Union until such time as changes to the Agreement can be made. Local Union 148 and the Manager of Underground will meet to discuss schedules in the Underground Department.
- The Company Management maintains its rights to draft, evaluate and fill positions as it has in the past. This process agreed upon and utilized in reaching this Agreement has no effect on Management's rights under the terms of the current Agreement.
- The parties agree that any discussions or agreements made in reaching this Memorandum of Agreement will not be cited or used by either party in any present or future matter or proceeding as evidence of precedent, established practice or obligation of either party. The parties recognize that the bargaining practices and obligations that existed before this Agreement are still in effect.
- The parties agree to meet with the affected employees collectively to present this project and to answer any questions presented by the employees.
- A Training Program will be established and implemented to provide the necessary training for employees entering into these new positions. A written and detailed outline of this training will be provided to the Sterling Committee for review.

MEMORANDUM OF AGREEMENT
THE MARKETING AND CUSTOMER
SERVICES GROUP
AND
LOCAL UNION NO. 140, 147 AND 148
HAVE REACHED THE FOLLOWING
AGREEMENT:

1. The Company will reimburse all individuals in the Marketing and Customer Services Group whose position requires them to possess a commercial drivers license including any endorsements thereto. The amount of this reimbursement shall not exceed the current (1993) differential between passenger license and commercial drivers license fee with endorsements.
2. The payment of these moneys will commence with the next license renewal of individuals covered by this Agreement.
3. The training will be performed outside the normal workday and without overtime pay. The Company will provide the necessary study material and facilities and equipment for the skills training segment of the program.
4. The Company will provide the necessary equipment and will pay straight time pay for the individual to be tested by the appropriate state agency. In the event the individual fails his or her first attempt, no payment for wages will be made for any subsequent attempts.
5. Any individual temporarily upgraded from normal day worker classification to a position of shift or scheduled worker* in the Marketing and Customer Services Group will do so without the benefit of Article III., B.3.b. of the current Labor Agreement.

6. The parties further agree that the above Agreement is considered as non-precedent setting and shall not be referred to by either party.

*Sr. Hot Stick Lineworker – Scheduled

*Sr. Underground Splicer – Scheduled

*Underground Mechanic – Scheduled

Paragraphs 1, 2, 3 and 4 of this Agreement will be for a trial period of 48 months unless extended by mutual agreement. Paragraph 5 of this Agreement will be for a trial period of 24 months unless extended by mutual agreement.

Memorandum of Agreement
Between
Duquesne Light Company
And
International Brotherhood of
Electrical Workers
Local 147

This Agreement is made as of the thirteenth day of August 1993 between Duquesne Light Company ("Company") and Local Union 147 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union").

Upon entering into a Memorandum of Understanding on May 11, 1993, regarding the Facilities and Real Estate Management Department, ("Facilities") and the Central Shops Department ("Central Shops") the parties have agree to the following:

FACILITIES AND REAL ESTATE MANAGEMENT
DEPARTMENT

The Company and the Union have agreed to pay for demonstrated skill program ("Program") at Facilities.

1. Six new positions will be established within Facilities:

Category III

Maintenance/Architectural Building Mechanic
Electro-Mechanical Building Technician
Maintenance/Architectural Mechanic I/C
Electro-Mechanical Technician I/C

Category II

Maintenance/Architectural Mechanic 2/C
Electro-Mechanical Technician 2/C

Pay will be in accordance with "Schedule A" attached.

2. Twenty-seven job classifications will be replaced. They are identified as follows:

Helper
Building Mechanic 2/C Brick Mason
Building Mechanic 2/C Carpenter
Building Mechanic 2/C Electrician
Building Mechanic 2/C Refrigeration
Building Mechanic 2/C Plaster, Cement-Finisher
Building Mechanic 2/C Roofing Sheet Metal Worker
Building Mechanic 2/C Painter
Building Mechanic 2/C Plumber
Tractor Operator
Maintenance Mechanic
Building Mechanic Roofer/1/C Sheet Metal Worker
Building Mechanic 1/C Brickmason
Building Mechanic 1/C Carpenter
Building Mechanic 1/C Electrician
Building Mechanic HVAC Refrigeration
Building Mechanic 1/C Plaster, Cement-Finisher
Building Mechanic 1/C Painter
Building Mechanic 1/C Plumber
General Building Mechanic Brick Mason
General Building Mechanic Carpenter
General Building Mechanic Electrician
General Building Mechanic HVAC Refrigeration
General Building Mechanic Plaster, Cement-Finisher
General Building Mechanic Roofing Sheet Metal Worker
General Building Mechanic Painter
General Building Mechanic Plumber

3. The Company and the Union agree to meet following the general contract negotiations for the purpose of negotiating a Facilities apprenticeship program. In addition, at the time the apprenticeship program is negotiated, the parties will consider a schedule change under which the new position will work four days per week, ten hours per day.

4. All bumps under the program will occur at entry level (Category II - Second Class Position), unless the individual previously held one of the positions in the old structure listed in paragraph No. 2 for at least four months by payroll authority. These individuals will be placed in the appropriate position in the program based on the equivalent rate of pay

applicable when they vacated the position. All vacancies will be posted as 2/C positions if the decision to fill is exercised. The senior qualified 2/C will fill the vacated 1/C position and the senior qualified 1/C position will fill the G.B.M. position based on the decision to fill by management.

5. Formal education training will be required by all individuals in the program in order to progress through the structure, as noted in Schedule A. All formal training will be conducted on the individual's time. Payment for these courses will be *reimbursed by Facilities based on the current rules used in the Company's Tuition Program* where the individual meets all of the requirements of the tuition refund program. Substitute courses will be considered and must be approved prior to selection. Requirements are identified on Schedules B and C attached.

6. Incumbents will be placed within the structure at their current pay level. Incumbents pay will be maintained, and after educational requirements are met and skill is demonstrated, pay will progress through the levels of the position they hold. There will be no automatic progression through the levels.

7. All individuals in the program will be afforded on-the-job-training to obtain the multi-skilled requirements in Schedule A. The company will commit to providing this training within the minimum time designated in the level.

8. Individuals who currently hold one of the following jobs, will be grandfathered until they vacate the position:

Building Mechanic 2/C Painter
Building Mechanic 1/C Painter
General Building Mechanic Painter
Building Mechanic 2/C Plumber Steam Fitter
Building Mechanic 1/C Plumber Steam Fitter
General Building Mechanic Plumber Steam Fitter

The existing job descriptions will apply to the above positions. As these positions are vacated, the need to fill them will be assessed based on operational needs and the new position of Maintenance/Architectural Mechanic 2/C may be posted. The individuals holding one of the above listed positions will perform the duties of the

Maintenance/Architectural Building Mechanic and the Maintenance/Architectural Mechanic 1/C or 2/C when not involved in painting or plumbing.

9. Commercial Drivers License (CDL) training cost will be paid based on a Company sponsored program. If such a program is offered outside the normal work schedule, the individual will be expected to attend the program on their own time. The CDL License must be obtained within one year after entering the 2/C position. The Department will pay for the Company sponsored program as well as the cost differential between the regular drivers license fee and the CDL with endorsements, if required by the job position and is agreed to by other major areas of the Company.

10. Incumbents with at least 25 years of service at the time of approval of this Agreement who don't wish to participate in the program, will have the opportunity to remain in the program provided they are willing to participate to the extent possible.

11. Incumbents who do not wish to complete the educational requirements for the progression will be retained in the position at their entry rate provided they perform the multicrafting requirements. Each incumbent will be reviewed by the Joint Team to determine the educational requirements.

12. During the implementation of this Program, incumbents will be given the opportunity to opt out. Management will review any request to opt out and determine the impact on the facilities operation. If the individual chooses to opt out of the Program, the individual chooses to opt out of the Program, the individual will be handled in accordance with Article IV, J. of the current Labor Agreement

13. A joint Management/Union Team ("Team") will be formed to monitor issues including safety, training, overtime, upgrades, and periodic evaluations. In addition, the team shall monitor an individual's failure to demonstrate satisfactory and/or timely progress through the job skill levels. In addition, an unwillingness to progress to the next highest classification will be reviewed by the Team and recommendations will be made to management concerning the individual's status in the program.

14. The Painter Schedule will be changed from the current Tuesday through Saturday schedule to Monday through Friday, working four ten hour days.

15. Individuals seeking entry into the 2/C position of the structure will be required to take and pass the Corporate Mechanical Aptitude Test. Individuals who have passed a Mechanical Aptitude Test upon initial employment with the Company will be considered qualified.

16. The Team will review contract work to determine if union members can perform the work cost effectively. This provision is not to be interpreted to restrict in any way any of Management's or the Union's existing contractual rights.

17. Individuals will not be required to perform work which is unsafe or for which they are not trained. Such issues will be referred to Team for resolution.

18. The Company and the Union agree to work together to (A) maximize the effect of attrition to the greatest extent possible to achieve workforce reductions and (B) explore further cost reduction measures. Before any reductions are implemented, Local Union Officers and the Department Managers or their designees agree to meet and discuss such reductions. This provision is not to be interpreted in any way to restrict management's right to determine staffing levels of the Departments based on operating needs.

CENTRAL SHOPS DEPARTMENT

19. Six new positions will be established within the Central Shops Department.

Category III

Senior Lab Technician
Lab Technician
Shop Technician
Metal Workers

Category II

Shop Mechanic
Shop Helpers

Pay will be in accordance with Schedule D attached.

20. The new positions identified in Paragraph 19 will be established to replace the following sixteen job classifications in the Central Shops Department.

Meterman Helper
Shop Helper
Meterman
Sr. Meterman
Instrument & Relay Mechanic
Meter & Lab Technician
Meter & Measurement Technician
Sr. Meter & Lab Technician
Transformer Mechanic 2/C
Transformer Mechanic 1/C
Shop Mechanic Equipment Maintenance 2/C
Shop Mechanic Meter Worker 2/C
Shop Mechanic Equipment Maintenance 1/C
Shop Mechanic Metal Worker 1/C
Shop Mechanic Welder 1/C
Shop Mechanic Blacksmith 1/C

21. Individuals who have previously held one of the positions listed Paragraph No. 20 by payroll authority for four months will be qualified to bump into an equivalent multicraft position as noted in Schedule D.

22. During implementation of the new positions identified in Paragraph 19, incumbents will be given the opportunity to opt out. Management will review any request to opt out and determine the impact on the Central Shops operation. If the individual chooses to opt out of the position, the individual will be handled in accordance with Article IV., J. of the current Labor Agreement.

23. Incumbents with at least 25 years of service at the time of approval of this Agreement who do not wish to participate in the position, have the opportunity to remain in the position provided they are willing to participate in the multicraft work responsibilities to the extent possible.

24. A joint Management / Union Committee ("Committee") will be formed to monitor issues including safety, training, overtime, and upgrades.

25. It is expected that all individuals will fully learn all of the multicraft skills required for each position. Individuals will be afforded on-the-job-training in the required job skill areas for each job classification.

26. Individuals will not be required to perform work that is unsafe or work that they are not trained to perform. Such issues will be referred to the Team for resolution.

27. The Company and the Union agree to work together to (A) maximize the effect of attrition to the greatest extent possible to achieve workforce reduction and (B) explore further cost reduction measures. Before any reductions are implemented, Local Union Officers and the Department Managers or their designees agree to meet and discuss such reductions. This provision is not to be interpreted in any way to restrict management's right to determine staffing levels of the Departments based on operating needs.

CLARIFICATION

Based on the Agreement reached between Local #147 and the Facilities & Real Estate Management Department, a joint Union/Management Team was established. The Team has agreed to clarify three issues contained in the above noted Agreement. The Team desires to clarify points that were understood throughout the discussions by all parties. They are:

1. The parties understand that an individual's progression will not be delayed if an appropriate CDL Training Program is not available to the individual through no fault of his/her own.
2. The Team will review educational requirements on a case- by-case basis for all incumbents and by agreement the Team may waive or otherwise alter the educational requirements.
3. There are incumbents who have not yet reached the top of their progressions steps. The incumbents who are not on the top rate of their step will progress to the new rate schedule on their next progression raise.

SCHEDULE A
Pay for Skill Levels

	Start	1 st	2 nd	3 rd	4 th	5 th
Building Mechanic/Building Technician – Step 8.7	\$18.35	\$18.68	\$19.07	\$19.47	\$19.64	\$19.95
First Class – Step 7.4	\$15.42	\$16.30	\$17.18	\$18.08	\$18.28	\$18.35
Second Class – Step 4.2	\$14.00	\$14.30	\$14.58	\$14.86	\$15.14	\$15.42

Backhoe, Substation Mechanic positions will be grandfathered and maintain their current rate with no skill increments unless they agree to participate in the program and obtain the skills to move into the 1/C and Building Mechanic position.

Note: Once the Option is exercised by the Backhoe Operator or Substation Mechanic to enter the program, the specific position of Backhoe Operator or Substation Mechanic will cease to exist. The employee whose option was exercised must remain in the program or be disqualified.

SCHEDULE B
Electro-Mechanical Classes

Course No.	Course Name	Credit	Hours	Description
MMT203 & OUR	Blueprint Reading & Building Maintenance	5	105	CCAC
HAC101	Basic Electric Wiring	5	105	CCAC/Maintenance Technology
HAC102	Refrigeration Systems	5	105	CCAC/Maintenance Technology
	Electrical Construction & NEC	5	105	NEC/Spec. Design Course Wiring Design, Electrical Construction, National Electric Code All Inclusive
HAC202	Air Conditioning System	5	105	CCAC/Maintenance Technology
HAC221	Heating/Air Conditioning Controls & Circuits	3	45	CCAC/Heating & Air Conditioning Technology

SCHEDULE C
Maintenance/Architectural Mechanic Classes

Course No.	Course Name	Credit	Hours	Description
WLD221	Brazing & Welding	3	60	CCAC/Catalog Pg. #250
MMT206	Maintenance Plumbing	5	105	CCAC/Maint. Tec. Pg. 7
BLC101	Basic Wood Frame Construction	5	105	CCAC/Bldg. Const. Pg. #10
EED100	Blueprint Reading & Est.	4	60	CCAC/ Catalog Pg. #197
HAC205	Duct Fabrication	3	60	CCAC/Suggested Course BC
MMT210	Fundamentals of Masonry	4	90	CCAC/Suggested Course BC

SCHEDULE D
Central Shops Department

Job Classification	Step	Start	1 st	2 nd	3 rd
Shop Helper	3.2	\$13.62	\$13.85	\$14.02	
Shop Mechanic*	5.05	\$15.42	\$15.70	\$15.84	\$16.13
Lab Technician	7.4	\$17.93	\$18.11	\$18.28	\$18.35
Shop Technician**	7.4	\$17.93	\$18.11	\$18.28	\$18.35
Metal Worker	7.4	\$17.93	\$18.11	\$18.28	\$18.35
Senior Lab Technician	9.05	\$19.83	\$20.20	\$20.29	

* Individuals currently holding the position of *Transformer Mechanic 2/C, Step 5.1*, will be grandfathered at the current rate and will perform all the multi-craft duties of the Shop Mechanic Position.

** Individuals currently holding the position of *Transformer Mechanic 1/C, Step 8.1*, will be grandfathered at the current rate and will perform all the multi-craft duties of the Shop Technician position.

MEMORANDUM of AGREEMENT
between
DUQUESNE LIGHT COMPANY
and
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 149

This Agreement is made as of the July 14, 1998, between Duquesne Light Company ("Company") and Local 149 of the International Brotherhood of electrical Workers, AFL-CIO ("Union"). The Company and the Union previously entered into a non-precedent setting Programmer/Analyst agreement on March 9, 1994. Both parties recognize the agreement has proven to be of mutual benefit and agree to extend the contract as defined herein.

RECITALS

The Company and the Union recognize that the changes made and planned by the Company in its MIS (Management Information Services) Unit have impacts both on the efficiency of operations and on bargaining unit employees. The parties have met and discussed these changes in order to address the Company's need to maximize productivity and the Union's need to provide for affected bargaining unit employees. It is the parties' belief that the solutions set forth in this Agreement are of mutual benefit in providing management with sufficient flexibility to operate and to provide bargaining unit employees with opportunities to enhance their job skills.

DEFINITIONS

"Attrition" – a reduction in personnel through retirement, promotion, voluntary demotion or transfer, death, resignation or disability. Discharge and disqualification are not considered to be attrition.

"Programmer/Analyst Qualifying Test" – refers to the aptitude and/or knowledge/skills test(s) as further defined in Article 6.

"Candidates" – refers to the current bargaining unit members who hold or have held a Programmer A position

within the last three years. The affected individuals are listed in Attachment A.

"Incumbent" – refers to individuals who hold a Programmer A position with the MIS Unit as of the date of this Agreement. These individuals are identified in Attachment A as Incumbent.

"Existing Labor Agreement" – means the contract effective October 31, 1996 between the Company and the Union.

ARTICLES

1. This is a non-precedent-setting Agreement between the Company and the Union. This Agreement is effective on July 1, 1998 and expires on June 30, 2007, hereafter, this agreement will be automatically extended annually unless written notice is provided by either party not later than 60 days prior to the expiration date. The company and the Union agree to seek resolution of issues or concerns that may arise during the term of this Agreement.

2. The existing programmer positions will be eliminated and a new bargaining unit Programmer/Analyst position will be established that includes the existing programmer responsibilities, entry-level analyst responsibilities and new qualifications that include passing a Programmer/Analyst Qualifying Test and having programming experience at the Company. These Programmer/Analysts from time to time could be assigned either programmer responsibilities or analyst responsibilities and will be required to be accomplished in both. The Programmer/Analyst job description is attached as Attachment B.

3. Initially twelve (12) Programmer/Analyst positions will be established.

4. All candidates will be notified of their eligibility in writing and will be required to affirm their interest in qualifying for the new position within one week of notification.

5. Training for qualification will be made available to all Candidates on their own time without compensation. The

training will be voluntary, optional and conducted after normal business hours at One Oxford Center. Candidates will not be required to participate in training in order to take the Programmer/Analyst Qualifying Test. The following types of training will be included.

- Computer Based Training (CBT) ... Professional skills including business and technical writing, and time management, (20-40 hours).
- Instructor-led Methodology Training ... Introduction to methodology and analysis (two to three days); four to five day curriculum for construction training.
- Recommended reading ... a list of textbooks, articles, journals and access to Company MIS procedures and other MIS training material containing information on methodology, analysis, design, etc.

The courses will be offered over a two-month period starting within one month of this Agreement:

- Instructor-led methodology training will be provided two nights per week for three to four hours per session for a total of 14-16 sessions. The introductory course will be a prerequisite for the construction class. Candidates will need to register for these classes.
- CBT courses can be taken at the convenience of the Candidates. An instructor will be made available one night a week for eight weeks to answer questions and provide assistance on CBT or methodology training.

6. The parties will meet and discuss the Programmer/Analyst Qualifying Test and the qualifying scores with a view to reaching agreement within forty-five (45) days of the effective date of this Agreement. The Programmer/Analyst Qualifying Test will be administered no later than two weeks after completion of the instructor-led training. The Programmer/Analyst Test results will provide

an objective assessment of aptitude and skills. Because the test results may not be reviewable by the Candidates, the Company agrees to provide an effective means of feedback to the Candidates that indicate areas or skills not meeting standards. In the event the parties are not able to agree, the Company will make the final determinations, for testing and qualifying scores. This provision does not limit the rights of the Union to challenge.

7. For those Candidates who do not qualify initially, a re-test for qualification will be provided. These Candidates will be provided an additional two weeks of voluntary and optional refresher training on their own time without compensation before re-testing. The refresher training will include four (4) instructor-led methodology sessions, two (2) nights of mentor availability, and additional access to the CBT training for the retraining period.

8. Selection of the Programmer/Analysts will be based on the twelve (12) senior qualified Candidates. Two of the twelve positions will be located at Beaver Valley. These two positions will be offered to all of the qualified Candidates and be filled by any interested Candidate based on seniority. If two Candidates do not elect the Beaver Valley location, the two Beaver Valley positions will be filled by the low seniority Candidates.

9. Incumbents who do not qualify for the Programmer/Analyst position will be provided a bump list in accordance with the existing Labor Agreement, Article IV., Section J.

10. As long as the Company maintains the number of Programmer/Analyst positions as listed, management personnel will have the right to do programming work. This work will be limited to program modifications, including programming of new programs or programming of complex modifications. Complex modifications are modifications that change or add more than 150 lines of code affecting more than five paragraphs of average complexity. The Programmer/Analyst positions may be reduced through attrition from twelve (12) to nine (9) in the first two years of the agreement and to eight (8) in the third year. If the number of Programmer/Analyst positions fall below these levels for any reason, management will lose the right to program.

11. The Union and any of its agents agree not to represent or otherwise claim jurisdiction over any and all management positions within the MIS Unit during the term of this Agreement as consistent with the final paragraph of Article I.D. of the existing Labor Agreement. As long as the Company maintains twelve (12) Programmer/Analysts positions, the Union and any of its agents agree not to seek unit clarification pertaining to any and all management positions within the MIS Unit during the term of this Agreement. Should the Company reduce the number of Programmer/Analyst positions to less than twelve (12) during the term of this Agreement, the Union and any of its agents agree not to seek unit clarification pertaining to any management positions within the MIS Unit; except for those identified in Attachment C. Prior to seeking unit clarification the Union and the Company agree to discuss this matter.

12. The qualification period will be ongoing and will be based on Candidates demonstrating specific skills and meeting clearly defined and objective measures. The parties will meet and discuss the initial skills and measures and the process to determine ongoing qualification by May 31, 1994. The Company will make the final determination on the skills and measures and the process to determine ongoing qualifications. This provision does not limit the Union's right to challenge the reasonableness of the ongoing qualification criteria. The Company will disqualify a Programmer/Analyst who fails to meet the minimum skills and performance standards. The initial measures will be in force for a minimum of one year. These skills and performance/quality measures may change from time to time as new technology or techniques are introduced. The Company agrees to discuss with the Union changes in the skills and measures that are deemed appropriate. Programmer/Analysts who are disqualified based on these skills and performance measures will be given a bump list in accordance with the existing Labor Agreement, Article IV, Section J.

13. After selection of the Programmer/Analysts, selected PC skill training courses will be made available to all Candidates after normal business hours on their own time. This training will allow the personnel to grow their PC skills, which will be beneficial for both the selected Candidates and

the non-selected Candidates who may then qualify for other Company positions.

14. As long as the Company maintains the number of agreed-upon Programmer/Analyst positions as set forth in Article 10, and does not directly replace these positions with contractors, the Union agrees not to challenge the Company's right to contract out programming work and the Union agrees not to advance or pursue grievances initiated during the term of this Agreement relative to contracting-out programming work. The Union agrees to withdraw and settle the following MIS Unit contracting-out grievances: 15434, 15453, 15678, 16058.

15. Upon termination of this Agreement the Programmer/Analyst positions cease to exist. The incumbents in the Programmer/Analyst position will be returned to Programmer positions based on operational needs. This provision does not limit the Company's right to determine staffing levels based on operational needs. The Union loses the right to perform analysis and management loses the right to program. Sixty (60) days prior to the expiration of this Agreement the Company and the Union agree to discuss the work performed by the Programmer/Analyst position, which both parties recognize as a permissive subject for bargaining.

16. This Agreement is non-precedent and shall have no force or effect beyond its express terms. Other than in an effort to enforce this Agreement, neither the Company nor the Union will use any provision of this Agreement as support for any claim against the other, including that either party has waived contractual or legal rights, has consented to negotiate issues not subject by law to mandatory bargaining, or has agreed to change the scope of the bargaining unit or the duties of the bargaining unit. As examples, the Union does not concede the Company has the right to contract out without limitations and does not concede management has a right to perform programming work, beyond the rights set forth in this Agreement; and the Company does not concede any obligation to negotiate job descriptions or qualifications and does not concede that analyst work shall be performed by bargaining unit employees, beyond the rights set forth in this Agreement.

Attachment A

1.	Altemare, Mary A.	Incumbent
2.	Benner, Norman J.	Incumbent
3.	Conley, Thomas R.	Incumbent
4.	Cramer, Robert T.	Incumbent
5.	Crispin, Sandra L.	
6.	Devinney, George r.	Incumbent
7.	Eiszler, Theresa M	
8.	Galiszewski, Richard	
9.	Gigliotti, Robert F.	Incumbent
10.	Hernandez, Charles	
11.	Intrieri, Frank R.	
12.	Jeke, Carole A.	
13.	Keller, Sharon G.	Incumbent
14.	Kindle, James A.	
15.	Krisza, Lorraine M.	
16.	Manna, Thomas J.	Incumbent
17.	Miller, Clifford B.	Incumbent
18.	Shaw III, Hugh, E	
19.	Shedrick, Adrienne I.	Incumbent
20.	Thompson, Deidra L.	

Attachment B

Job Description

Management Information Services Unit Information Systems Development Department Programmer/Analyst

This job description is effective until the expiration of the Memorandum of Agreement between Duquesne Light Company and International Brotherhood of Electrical Workers Local 149 dated June 30, 2007.

Duties:

Under general supervision, analyzes and addresses program, functional and technical problems, and develops computer programs to meet defined program specifications.

1. Reviews and interprets program specifications and/or design specifications. Develops program specifications as necessary. Codes programs, develops job control language and clists in compliance with department standards.
2. Independently develops test data and tests and debugs individual programs to ensure quality and proper functioning. Assists in development of test plans and execution of system and integration tests as directed.
3. Analyzes program, functional and/or technical problems and analyzes minor application modifications. Develops and implements solutions under the guidance of the supervisor.
4. Learns and effectively utilizes appropriate techniques and software tools for completion of job functions.
5. Consistently completes assignments in a timely manner within the target dates assigned and within established quality parameters. Informs supervisor of status, problem, etc.
6. Performs other work as required or assigned.

Qualifications:

1. Experience as a Duquesne Light Programmer A within the past 3 years or a bachelor's degree in Information Systems with a minimum of 2 year programming experience.
2. Achieves a passing score on the established Programmer/Analyst Qualifying Test.
3. Must maintain performance and quality measures on a continual basis.

Immediate Supervisor:

Supervisor of Programming, Team Leader or Analyst as assigned.

Attachment C

1. Unit Secretary
2. Secretary-Stenographer
3. Help Center Analyst
4. Senior Operations Analyst
5. Operations Analyst
6. Associate Operations Analyst

**GENERAL SERVICES UNIT
FACILITIES & REAL ESTATE MANAGEMENT
MAINTENANCE & CONSTRUCTION DEPARTMENT**

**AGREEMENT BETWEEN THE FACILITIES & REAL
ESTATE MANAGEMENT DEPARTMENT AND LOCAL
UNION 147 PERTAINING TO CDL LICENSE
REIMBURSEMENT**

1. The Company will reimburse all individuals in the FREM Department whose position requires them to possess a commercial drivers' license including any endorsements thereto. The amount of this reimbursement shall not exceed the current differential between passenger license and commercial drivers license fee with endorsements excluding motorcycle (M), vehicle designed for 16 or more passengers (P), and double and triple trailer (T).
2. The payment of these moneys will commence with the next license renewal of individuals covered by this Agreement retroactive to 8/13/93.
3. All training related to CDL will be performed outside the normal workday and without pay. The Company will provide the necessary study material, facilities and equipment for the skills training segment of the program.
4. The Company will provide the necessary equipment and will pay straight time pay for the individual to be tested by the appropriate state agency. Employee is responsible for requesting schedule change or other arrangements required to take the test. In the event the individual fails his or her first attempt, no payment for wages will be made for any subsequent attempts.
5. The parties further agree that the above Agreement is considered as non-precedent setting and shall not be referred to by either party.
6. To receive payment individuals must present a copy of their drivers' license and the cancelled check used to pay for the license. The check must be dated after 8/13/93 and they will be required to submit an expense statement.

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 148

This Agreement is made as of the 30th day of January 1995, between Duquesne Light Company ("Company") and Local Union 148 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union").

Upon entering into a Memorandum of Understanding on February 17, 1994, regarding the underground construction workers, the parties have agreed to the following:

The Union and the Company, as parties to this Agreement, recognize that significant improvements in competitiveness are necessary to ensure the further viability of underground construction work. The provisions of this Agreement are designed to enhance the Company's ability to operate in a more efficient manner, while providing employees the opportunity to learn new skills necessary to enhance prospects for employment security.

It is important that the parties continue to explore avenues to achieve improved productivity and reduced costs while maintaining a working environment in which employees can contribute to the full extent of their capabilities. This will include, but not be limited to, pay for skills, multicrafting and a continuing open forum between the Company and the Union to discuss new ideas.

DEFINITIONS

"MULTICRAFT PROGRAM" - Refers to the details included in this Agreement that describe the multicraft pay-for-skill qualifications, skill requirements and pay segments associated with successful candidates who bid or bump into the Program.

"PROGRAM" – The training program which an individual must successfully complete in order to move to the top pay rates for the Journey Splicer-Scheduled, Journey Underground Inspector-Scheduled, or Senior Splicer-Scheduled classifications.

"PAY-FOR-SKILLS" – Refers to the concept under which individuals will receive training which will be separated into training units. There will be eleven (11) training units for the Journey Splicer and Journey Underground Inspector positions and three (3) training units for the Senior Splicer-Scheduled positions. Upon successful completion of all aspects of each training unit the individual will receive increased compensation.

"SCHEDULED WORK" – Work of a continually recurring nature required in varying degree during the day or night, Sundays, and holidays. Those individuals designated to perform scheduled work will be referred to as "scheduled workers".

"DAY WORK" – All work not defined as Shift Work or Scheduled Work is defined as Day Work. Those individuals designated to perform "day work" will be referred to as "Day Workers".

"EXISTING LABOR AGREEMENT" – The contract was effective October 1, 1994, between the Company and the Union.

ARTICLES

1. Job positions will be established as follows:

- Senior Splicer-Scheduled
- Journey Splicer-Scheduled
- Journey Underground Inspector-Scheduled
- Underground Service Person-Scheduled
- Senior Underground Mechanic-Scheduled

2. With the exception of the first six (6) training

units of the Journey Splicer-Schedule and Journey Underground Inspector-Scheduled positions, work performed by individuals in the above-named positions will be classified

as Scheduled Work. Individuals working in scheduled positions will be covered under all provisions of the Existing Labor Agreement that apply to "Scheduled Work."

- Up to fifty percent (50%) of the Journey Splicers in Training Unit 9 or higher may be designated by the Company for Scheduled Work.
- Up to twenty-five percent (25%) of the workers in *Journey Splicers Training Units 7 through 8* may be designated by the Company for Scheduled Work.
- Individuals in the Journey Splicer position will be given the opportunity during the fourth quarter of each year, based upon seniority to designate a work schedule preference by declaring themselves as a "Scheduled Worker" or "Day Worker" for the upcoming calendar year. If not enough individuals self-select to be a "Scheduled Worker", then the individuals with the lowest seniority, up to the percentages listed above, will become Scheduled Workers.
- Whenever the total number of Journey Underground Inspectors-Scheduled equals or exceeds eight (8), only fifty percent (50%) of the Journey Underground Inspectors-Scheduled may be designated by the Company for scheduled work.
- Whenever the total number of Underground Service Persons-Scheduled equals or exceeds eight (8), only fifty percent (50%) of the Underground Service Persons-Scheduled may be designated by the Company for scheduled work.
- Whenever the total number of Journey Underground Inspectors-Scheduled or Underground Service Persons-Scheduled equals or exceeds eight (8), the individuals in the position or positions that equal or exceed eight (8) will be given the opportunity, based on seniority to designate a work schedule preference by declaring themselves as a "Scheduled Worker" or "Day

Worker" for the upcoming calendar year. Selection shall take place in the fourth quarter of the preceding year. If not enough individuals self-select to be a "Scheduled Worker", then the individuals with the lowest seniority, up to the percentages listed above, will become scheduled workers.

- If the percentages listed above are exceeded, individuals required to work out-of-schedule will be compensated in accordance with Article III., B.3.(b). and other applicable articles in the Existing Labor Agreement pertaining to Duquesne Light No. 1 day workers.

3. Compensation for the positions established under Article 1 of this Agreement will be paid in accordance with Underground Pay Schedule "A".

At the beginning of the next pay period, after the effective date of this Agreement, incumbent Splicers 1st Class will become Journey Splicers-Scheduled (at the rate of \$20.97); incumbent Network Operators will become Journey Underground Inspectors-Scheduled (at the rate of \$20.97) and incumbent Cable Testers 1st Class will become Journey Underground Inspectors-Scheduled at the rate of \$20.97. Incumbent Underground personnel becoming Underground Service Persons-Scheduled at the implementation of this Agreement will be paid the rate of \$17.74.

Future Senior Splicers will be included in pay-for-skills and paid in accordance with Underground Pay Schedule "A".

Within one (1) year of the effective date of this Agreement, the incumbents who have become Journey Splicers-Scheduled and Journey Underground Inspectors-Scheduled will be trained according to seniority. After successful completion of this training, qualified individuals will be moved to the top rate of pay in their classification. If an individual does not receive training through no fault of his/her own, he/she

will be moved to the top of the pay rate one (1) year from the effective date of this Agreement.

4. Training Program:

a. The Training Program provides for progression to the top pay rate of a Journey Splicer-Scheduled, Journey Underground inspector-Scheduled, or Senior Splicer-Scheduled position based on pay-for-skills, with pay increases after skills are successfully demonstrated. The following provisions apply to progression:

- During Training Unit 1, an individual must demonstrate climbing skills, obtain an "A" Level Commercial Drivers License (CDL) with a hazardous materials endorsement and obtain six (6) months experience before moving into Training Unit 2. If an individual does not attain an "A" level CDL license or hazardous materials endorsement because the Company did not provide the opportunity to be trained during Training Unit 1, he/she will not be disqualified or prevented from proceeding to Training Unit 2. Once an opportunity for training is made available, the individual must obtain an "A" CDL and a hazardous material endorsement or they will be disqualified.
- The individual must remain in Training Units 1 through 4 for a minimum of 18 months.
- During Training Unit 1 through 5, and individual will be classified as an Apprentice Journey Person.
- The individual must remain in Training Unit 6 for a minimum of one year. During this time period the individual will be classified as a restricted Journey Person.
- The individual must successfully complete all training (Units 1 through 11) in a maximum period of six (6) years. If an individual does not complete all the training in the six (6) year time

period, a joint Union / Company committee will meet and make recommendation to management regarding the individual's status in the Program. This provision is not to be interpreted to restrict rights of the Company and the Union under the Existing Labor Agreement.

- The individual will perform all work for which the individual is trained, qualified and being compensated.

b. After completion of Training Unit 1 through 4, the individual is required to remain in the Program through completion unless he/she is a successful candidate for an equal or higher rated position or job for which he/she is qualified. An individual choosing to leave the program may not re-enter for a period of three years.

c. A joint Company Union Committee will be established to participate in the development and implementation of the training program for Underground workers. This committee will meet and make recommendation to the Department Manager concerning the training program.

5. Bidding and Bumping

a. Anyone bidding, bumping or returning from a Leave of Absence into a Program for Senior Splicer-Scheduled, Journey Splicer-Scheduled or Journey Underground Inspector-Scheduled who previously held one of the following positions will be placed on the equivalent rate of pay that he/she previously held:

- Underground Crew Leader
- Cable Splicer 1/C
- Cable Splicer 2/C
- Cable Tester 1/C
- Cable Tester 2/C
- Network Operator
- Underground Cable Inspector
- Transformer Vault Mechanic
- Cable Installer
- Equipment Operator
- Driver Helper

If an individual did not previously hold one of the above listed positions, he/she will be placed in Training Unit One (1) or the program.

b. The first six (6) Training Units of the Journey Splicer and Journey Underground Inspector Programs will be Category II. All of the other Training Units in the Journey programs as well as the Senior Splicer-Scheduled position will be Category III.

c. An individual in the Apprentice classification may bid the same position at a different work location.

UNDERGROUND PAY SCHEDULE A

Senior Splicer-Scheduled

Training Unit	Rate
1	\$22.12
2	\$22.56
3	\$22.88

Journey Splicer-Scheduled; Journey Underground Inspector Scheduled

Training Unit	Rate	Classification
1	\$14.03	Apprentice
2	\$14.85	Apprentice
3	\$15.38	Apprentice
4	\$16.17	Apprentice
5	\$17.04	Apprentice
6	\$17.59	Restricted Journey
7	\$18.44	Journey
8	\$19.28	Journey
9	\$19.60	Journey
10	\$20.97	Journey
11	\$21.43	Journey

Underground Service Person-Scheduled (Step 6.1)

	Rate
First Year	\$17.16
Second Year	\$17.74
Final	\$18.30

Senior Underground Mechanic-Scheduled (Step 5.2)

	Rate
First Year	\$15.78
Second Year	\$16.17
Third Year	\$16.61
Fourth Year	\$17.12
Final	\$17.59

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCALS 140 AND 148

This Agreement is made as of the 30th day of January 1995, between Duquesne Light Company ("Company") and Local Unions 140 and 148 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union").

Upon entering into a Memorandum of Understanding on February 17, 1994, regarding the overhead construction workers lineworkers, the parties have agreed to the following:

The Union and the Company, as parties to this Agreement, recognize that significant improvements in competitiveness are necessary to ensure the future viability of overhead construction linework. The provisions of this Agreement are designated to enhance the Company's ability to operate in a more efficient, cost-effective manner, while providing employees the opportunity to learn new skills necessary to enhance prospects for employment security.

It is important that the parties continue to explore avenues to achieve improved productivity and reduced costs while maintaining a working environment in which employees can contribute to the full extent of their capabilities. This will include, but not be limited to, pay for skills, multicrafting and a continuing open forum between the Company and the Union to discuss new ideas.

DEFINITIONS

"INCUMBENT" - Individuals who are currently work in positions described in this Memorandum of Agreement.

"MULTICRAFT PROGRAM" - refers to the details included in this Agreement that describe the multicraft pay-for-skill qualification, skill requirements, and pay segments

associated with successful candidates who bid or bump into the program.

"PROGRAM" – The Apprentice training program which an individual must successfully complete in order to move into the Journey Hot Stick Lineworker classification.

"PAY-FOR-SKILLS" – Individuals will receive training which will be separated into nine (9) training units. Upon successful completion of all aspects of each training unit, the individual will receive increased compensation.

"EXISTING LABOR AGREEMENT" – The contract effective October 1, 1994 between the Company and the Union.

ARTICLES

1. Job positions will be established as follows:

- Senior Hot Stick Lineworker-Scheduled
- Journey Hot Stick Lineworker – Scheduled
- Apprentice-Scheduled

2. With the exception of the first four (4) training units of the Apprentice position, the above-named positions will be scheduled. Scheduled individuals will be covered under all provisions of the existing labor contract that apply the "Scheduled Workers".

- Up to fifty percent (50%) of the Senior Hot Stick Lineworkers at each headquarters may be designated by the Company for scheduled work.
- Up to fifty percent (50%) of the Journey Hot Stick Lineworkers at each headquarters may be designated by the Company for scheduled work.
- Up to twenty-five percent (25%) of the workers in the Apprentice position in training units 5 through 8 may be designated by the Company for scheduled work.

If the percentages listed above are exceeded, individuals required to work out-of-schedule will be compensated in

accordance with Article III., B.3.(b), and other applicable articles in the Collective Bargaining Agreement pertaining to Unit No. 1 day workers.

By seniority, within each headquarters, individuals will be given the opportunity during the fourth quarter of each year to declare themselves as a "Scheduled Worker" or "Day Worker" for the upcoming calendar year. If not enough individuals self-select to be a "Scheduled Worker", then the individuals with the lowest seniority, up to the percentages listed above, will become scheduled.

3. The following job classifications will be eliminated in the overhead construction headquarters:

- Hot Stick Crew Leader
- Hot Stick Lineworker

4. The Service Crew Leader and Lineworker 2nd class classifications will be retained and filled, as required. Individuals who are incumbents on the Service Crew Leader and Lineworker 2nd Class positions as of the date of this Agreement will remain in those positions. The Company retains the right to post and fill additional Service Crew Leader and Lineworker 2nd Class as required.

5. The Street Light Changer, Equipment Operator and Driver Helper classifications will be retained and filled, as required. After the initial creation and filling of Apprentice positions, and reduction in staffing of these three (3) positions will not result in the direct creation of Apprentice positions.

6. Compensation for the positions established under Article 1 of this Agreement will be paid in accordance with Pay Schedule "A" attached to this Agreement.

At the beginning of the next pay period, after the effective date of this Agreement, incumbent Hot Stick Crew Leaders will become Senior Hot Stick Lineworkers (pay-for-skills Step 9.5) at the rate of \$22.56 and incumbent Hot Stick Lineworkers will become Journey Hot Stick Lineworkers (pay-for-skills Step 9.2) at the rate of \$20.97.

Future Senior Hot Stick Lineworkers will be included in pay-for-skills in accordance with Pay Schedule "A".

Within one (1) year of the effective date of this Agreement, incumbent Senior and Journey Hot Stick Lineworkers will be trained according to seniority within each headquarters. After successful completion of this training, qualified individuals will be moved to the top rate of pay in their classification. If an individual does not receive training through no fault of his/her own, he/she will be moved to the top pay rate one (1) year from the effective date of this Agreement.

7. Training and the Apprentice Program:

a. The Apprentice classification provides for progression to a Journey position based on pay-for-skills, with pay increases after skills are successfully demonstrated. The following provisions apply to progression.

- During Training Unit 1, an individual must demonstrate climbing skills, obtain a Commercial Drivers License (CDL) and get six (6) months experience before moving into Training Unit 2. If an individual does not attain a CDL license because the Company did not provide the opportunity during Training Unit 1 to be trained, he/she will not be disqualified or prevented from proceeding to Training Unit 2. Once an opportunity for training is made available, the individual must obtain a CDL license or they will be disqualified.
- The individual must remain in Training Units 1 through 4 for a minimum of 18 months.
- The individual must remain in Training Unit 7 for a minimum of one year. During this time period the individual will be a restricted Journey Hot Stick Lineworker.
- The individual must successfully complete all training in a maximum period of five (5) years. If

an individual does not complete all the training in the five (5) year time period, a joint Union / Company committee will meet and make *recommendations to management regarding the individual's status in the Program*. This provision is not to be interpreted to restrict rights of the Company and the Union under the Existing Labor Agreement.

- The individual will perform all work for which the individual is trained, qualified and being compensated.
- After completion of Training Units 1 through 4, the individual is required to remain in the Program through completion unless he/she is a *successful candidate for an equal or higher rated position or job for which he/she is qualified*. An individual choosing to leave the program may not re-enter for a period of three years.
- A joint Company Union Committee will be established to participate in the development and implementation of the Apprentice Training Program for the Overhead Lineworkers. This committee will meet and make recommendations concerning the training program.

8. Bidding and Bumping:

- a. Anyone bidding, bumping or returning from a Leave of Absence into the Apprentice, Journey Lineworker or Senior Lineworker positions who held one of the following positions will be placed on the equivalent rate of pay that he/she previously held:
 - Troubleshooter
 - Hot Stick Crew Leader
 - Hot Stick Lineworker
 - Service Crew Leader
 - Street Light Changer
 - Lineworker 2nd Class
 - Equipment Operator
 - Driver Helper

If an individual did not hold one of the above listed positions, he/she will be placed at the entry level of the Apprentice position.

- b. The first four (4) Training Units of the Apprentice position will be Category II. All of the other Training Units in the Apprentice position, as well as the Journey and Senior Hot Stick Lineworker positions, will be Category III. Bumping will be permitted if the individual has seniority greater than an individual in the program and the maximum rate of pay on the job they are holding is equal to or greater than any individual's current rate of pay in the program.
- c. An individual in the Apprentice position may bid the same position at a different work location.
- d. Troubleshooters (Step 9.05) will be permitted to bump into the Journey Hot Stick Lineworker-Scheduled position regardless of pay rate and will maintain their current rate of pay. They will be permitted to acquire the appropriate training to allow them to attain the top rate of the Journey Hot Stick Lineworker-Scheduled position. Seniority and other requirements regarding bumping will remain in effect.

PAY SCHEDULE A

SENIOR HOT STICK LINEWORKERS:

Training Unit 1:	\$22.12
Training Unit 2:	\$22.56
Training Unit 3:	\$23.03

APPRENTICE PROGRAM:

Training Unit 1:	\$14.03
Training Unit 2:	\$14.85
Training Unit 3:	\$15.38
Training Unit 4:	\$16.61
Training Unit 5:	\$17.59
Training Unit 6:	\$19.28
Training Unit 7:	\$19.60
Training Unit 8:	\$20.97
Training Unit 9:	\$21.73

NOTE: At the Training Unit 7 level an individual will be considered a Restricted Journey Hot Stick Lineworker.

**PART-TIME WORKER
AGREEMENT BETWEEN
CUSTOMER SERVICES DEPARTMENT
AND
IBEW LOCAL 29**

March 19, 2001

INTRODUCTION

This is a non-precedent setting Agreement between Duquesne Light Company's ("Company") Customer Services Department and the IBEW Local 29 ("Local 29" or "Union"). This Agreement will be reviewed by both parties in September 2006 and shall in no event extend beyond January 30, 2007, without the written consent of the parties.

DEFINITIONS

"Attrition" – A reduction in personnel through retirement, promotion, voluntary demotion, death, resignation or disability. Termination and disqualification are not considered to be attrition.

"Customer Service Representative" (CSR) - This position will handle all duties of a Customer Service Representative as defined in the Customer Service Representative job description.

"Labor Agreement" – The collective bargaining agreement between the Duquesne Light Company and the International Brotherhood of Electrical Workers AFL-CIO Local Union 29 effective October 1, 2003.

"Limited Customer Service Representative (LCSR)" – This position will handle all duties of the Limited Customer Service Representative as defined in the Limited Customer Service Representative job description. This position will only handle the duties in one of the following two main areas: Customer Service and Credit and Collection.

"Service Board" – Functions performed by the Customer Service Section of the Customer Relations Department.

Item 1: ESTABLISHMENT OF PART-TIME WORKERS AND AREA OF WORK

Customer Service and Local 149 agree to a classification of workers called "part-time" to supplement the customer service representative and autodialer positions as specified in this Agreement. The part-time classification will work in the Credit and Collection, Service Board, and Autodialer areas in accordance with the formulas discussed in Items three (3) and seven (7) below. Job descriptions are attached.

Item 2: USE OF CONTRACTORS

The Company and Union agree that contractors will not be used on the Service Board for the duration of this Agreement unless the terms of this Agreement prevent the Company from meeting the required operational needs of the business, in which case, possible internal solutions will be discussed with the Union prior to using contractors.

Item 3: NUMBER OF FULL-TIME POSITIONS AND PART-TIME POSITIONS

The Customer Service Department and the Union agree that the maximum number of part-time customer service representative positions will be fifty (50).

If Customer Services choose to reduce the number of Customer Service Representatives and Limited Customer Service Representative positions to a level of fifty-nine (59) or below it will do so through attrition. If Customer Services reduces the number of full-time CSR or LCSR positions to fifty-nine (59) it will reduce the number of part-time CSRs forty-six (46). If Customer Services chooses to reduce the number of full-time CSRs and LCSRs to less than fifty-nine (59) it will eliminate three part-time CSR positions for each full-time CSR or LCSR position eliminated. If any Customer Service Representative or Limited Customer Service positions become vacant for a reason other than attrition, Customer Service will fill the position in accordance with the Labor Agreement.

Item 4: FULL-TIME CSR VACATION

In 1995, ten (10) vacation slots will be open for each week of the year with an additional five (5) slots added for thanksgiving week and the last two (2) weeks of December. In subsequent years, the number of slots may be reviewed and adjusted upward or downward, based on forecaster call load.

Item 5: DISCIPLINE

Customer Relations will nullify, in writing, the most recent level of discipline related to performance standards when the person has demonstrated improvement in performance over every continuous six (6) month period or less in cases where individuals show exemplary improvement. Management will determine the level of improvement required to nullify the discipline. The Union will withdraw any individual grievance associated with the original issuance of that discipline problem.

Item 6: USE OF CONTRACTORS IN THE CREDIT AND COLLECTION AREA

Customer Relations will continue to meet with the Union to discuss alternatives to using contractors in the Credit and Collection area. Customer Relations and the Union will discuss alternatives to the use of contractors for the 120-day account pilot program separately.

Item 7: AUTODIALER FUNCTION IN CREDIT AND COLLECTION

Customer Relations will maintain three (3) full-time autodialer/clerk positions to work the six (6) autodialer machines currently in operation.

Customer Relations may supplement the autodialer workforce with part-time workers. Customer Relations will add one (1) additional full-time autodialer/clerk position for every two (2) additional autodialer machines. If Customer Relations determines that a reduction in force is necessary, all part-time autodialer

workers will be laid off prior to elimination of full-time autodialer/clerk positions.

A combined part-time Autodialing Operator/Customer Service Representative position called part-time Autodialing Customer Service Representative will be established and paid at the same step as the current part-time Customer Service Representative position. For every full-time Autodialing Operator, there can be up to 5 part-time Autodialing CSRs. This position will only perform part-time CSR work related to outbound calls.

**Item 8: CHANGE FROM FULL-TIME STATUS
TO PART-TIME STATUS**

A current Duquesne Light employee must terminate his or her full-time employment in order to be hired in the part-time worker classifications. Such individuals will be treated the same as other part-time workers hired under this Agreement. If a part-time worker returns to a full-time position, in accordance with the Agreement, the Company will establish a new seniority date for this individual using a combination of their prior full-time seniority and accumulated part-time hours. This new seniority date will only be used for the purpose of Union seniority.

Item 9: LAID OFF WORKERS

The Company agrees to give first consideration to laid off Duquesne Light employees for future part-time customer service representative and part-time autodialer positions as the positions become available, provided they meet the criteria for new hires. Laid off Duquesne Light employees who held the position of Customer Services Representative by payroll authority for at least four months within two years of their separation date, will be considered qualified for the part-time customer service representative and part-time autodialer positions. Laid off Duquesne Light employees who held the positions of autodialer/clerk; by payroll authority for at least four months within two years of their separation date will be considered qualified for the part-time autodialer position. All other laid off employees who apply for a part-time position will be

given the required tests. Other employees who are notified of their pending layoff, may upon notification, begin to make arrangements to take the required tests.

The Company and the Union agree that acceptance or rejection by individuals in both of the above groups does not change or alter any of the employee's or the Company's rights including, but not limited to recall under Article IV, L.1. of the Labor Agreement

Item 10: PART-TIME WORKER'S AVAILABLE WORK HOURS

Part-time customer service representatives may be required to work Monday through Friday 7:30 a.m. to 5:30 p.m. and on Saturday, from 9:00 a.m. to 2:00 p.m. provided at least one (1) full-time customer service representative is asked to work. Part-time customer service representatives may be required to work all other hours, holidays, and Sundays after the Company asks the full-time customer service representatives and limited customer service representatives to work. The work schedule of the part-time customer service representatives shall be established by the Company in accordance with item 11 of the agreement.

Part-time autodailers and autodialing CSRs may be required to work Monday through Thursday 9:00 a.m. to 8:00 p.m., Friday 9:00 a.m. to 4:30 p.m. They may also be required to work Saturday from 9:00 a.m. to 2:00 p.m. provided one (1) full-time autodailer is asked to work. Part-time autodailers and autodialing CSRs may be required to work all other hours, holidays, and Sundays after the Company asks the full-time autodailers to work. The work schedule of the part-time autodialer and autodialing CSR shall be established by the Company in accordance with item 11 of the agreement.

Item 11: NOTIFICATION AND SCHEDULING

Customer Relations will schedule each part-time worker for four (4) hours or more. Customer Relations will post a one-week schedule two (2) full weeks in advance of the scheduled workweek. The part-time

worker is responsible for knowing the posted schedule. The part-time worker may be notified of a schedule change by management within one (1) week of schedule change. All part-time workers must provide a home phone number where he/she can be reached either in person or by answering machine. All part-time workers must find a substitute and obtain management approval before altering the schedule. By mutual agreement between the part-time workers they may switch schedules with management approval.

Item 12: ACCEPTANCE AND WORKING OF POSTED SCHEDULED HOURS

Part-time workers must accept and work 95% of the posted scheduled annual hours, based on 1,000 hours, to maintain their part-time status. The part-time worker who calls off from work on more than five occasions in a rolling twelve (12) month period may be subject to progressive discipline. If a part-time worker cannot be scheduled due to verifiable serious personal circumstances (e.g., long-term illness or care for a family member), the Company will not schedule the worker for that period and Customer Relations will not include this time in the representative's 95% total.

Item 13: PART-TIME WORKER'S RATE OF PAY

The part-time customer service representative will be considered Step 5 GDU. They will progress to the next level of pay every 2,000 hours. The part-time autodialer will be considered Step 2 GDU. They will progress to the next level of pay every 2,000 hours. The rate of pay for each level is based on the current wage scale interval in the Labor Agreement between Duquesne Light Company and the IBEW, AFL-CIO.

Item 14: UNION REPRESENTATION

Part-time workers will be represented as described under Article 1, C. of the Labor Agreement between Duquesne Light Company and the IBEW, AFL-CIO. In addition, the following articles of the Labor Agreement apply to the part-time workers.

Article I
Article II
Article IV, E.; K.
Article V, A.1.; A.2.; A.3.; U.; E.
Article VI, A.1.; A.3.; B.; C.
Article VII, G.; H.
Article IX
Article X
Article XI

Item 15: SENIORITY OF PART-TIME WORKERS

Part-time worker's seniority will be based on hours worked; 2,080 hours worked will equal one-year seniority.

Full-time and laid off workers that became part-time workers will retain their full-time seniority for purposes of upgrade and promotion from part-time autodialer to part-time customer service representative.

Item 16: PART-TIME WORKER'S RIGHT TO BID

Part-time workers will be eligible to bid or transfer after working 750 hours if a vacancy cannot be filled by a regular full-time worker.

Item 17: PART-TIME WORKER PROGRESSION

Customer Relations will offer part-time customer service representative positions to the part-time autodialers based upon seniority. Customer Relations will offer part-time autodialers who are on probation the part-time customer service representative position provided they have satisfactory performance ratings.

Item 18: PART-TIME WORKER'S PROBATIONARY PERIOD

Part-time workers will be probationary until they work 750 hours. Probationary employees may be discharged without recourse, but, if employed 240 hours or more, Customer Relations will confer with the Business Representative of Local 29 if so requested.

Item 19: MINIMUM HOURS FOR PART-TIME WORKERS

When a part-time worker is scheduled for less than 20 hours per month, the Company will pay the worker a monthly retainer fee of \$35. The retainer fee will increase by the negotiated wage increase in Article VI, Par. A.3. of the Labor Agreement, beginning October 1, 1998. When a part-time worker is scheduled for less than 20 hours per month as a result of the worker's request or fault, the Company will not pay a monthly retainer fee.

Item 20: UPGRADE OF A PART-TIME WORKER

The Company will pay the part-time worker the upgrade rate when the worker performs work outside their classification.

Item 21: ANNIVERSARY PAY

The Company will pay each part-time worker anniversary pay in a lump sum, payable on his/her anniversary based on the hire date, provided the worker has actually worked at least 700 hours within the prior 12 months. If a part-time worker was available to work and was not scheduled at least 700 hours, the part-time worker will receive the anniversary pay. The amount of the anniversary pay will be as follows:

Anniversary	Amount
First	30 hours
Second	60 hours
Third	80 hours
Fourth	90 hours
Five or More	120 hours

The part-time worker will have the option to split the above referenced lump sum anniversary pay into two equal payments, to be paid on the two consecutive paydays immediately following an employees anniversary date.

Item 22: PART-TIME TELLER POSITIONS

Two part-time Teller positions will be established to supplement the three (3) full time Teller/Control Teller positions. The hours of work for the part-time Teller position will be Monday through Friday between 7:30 a.m. and 6:00 p.m. and may not exceed 24 hours.

In any reduction-in-force, either through job elimination or attrition, part-time Tellers will be eliminated before any of the three (3) full-time Tellers/Control Tellers.

The part-time Teller position will be covered under Paragraph 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 of this agreement.

Item 23: STRAIGHT EIGHT- HOUR DAY

The Company will maintain a minimum of seven customer service representative positions that will be scheduled as a straight eight- hour day. The assigned customer service representative will be able to eat lunch at their desk. The offer to work the straight eight-hour workday will be made to the customer service representatives with the highest performance ratings.

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCALS 140, 147 AND 148

This Agreement is made as of the 13th day of June, 1996, between Duquesne Light Company ("Company") and Locals 140, 147 and 148 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union").

Upon entering into a Memorandum of Understanding on August 16, 1993, regarding the traveling operators and the troubleshooters, the parties have agreed to the following:

The Union and the Company, as parties to the Agreement, recognize that significant improvements in competitiveness are necessary to ensure the future viability of work. The provisions of this Agreement are designated to enhance the Company's ability to operate in a more efficient, cost-effective manner, while providing employees the opportunity to learn new skills necessary to enhance prospects for employment security.

It is important that the parties continue to explore avenues to achieve improved productivity and reduced costs while maintaining a working environment in which employees can contribute to the full extent of their capabilities. This will include, but not be limited to multicrafting of positions and a continuing open forum between the Company and the Union to discuss new ideas.

DEFINITIONS

"INCUMBENT" – Individuals working in the Traveling Operator, Traveling Operator first class, Troubleshooter and Troubleshooter first class classifications, as of the date immediately preceding the effective date of this Agreement, will be considered incumbents.

"SUCCESSFUL COMPLETION OF TRAINING" --

Successful completion of training includes both the completion of formal training and completion of all items on the qualification checklist. Each item on the qualification checklist must be performed correctly while being observed by a training instructor and/or supervisor.

"THROUGH NO FAULT OF THEIR OWN" -- This is defined to include circumstances where the individual is not scheduled by the Company for training and/or not provided the time or opportunity to complete the qualification checklist.

"EXISTING LABOR AGREEMENT" -- The contract effective October 1, 1994, between the Company and the Union.

ARTICLES:

1. JOB CLASSIFICATIONS

A. Job classifications will be established as follows:

- Traveling Operator, First Class
Step 9.3
- Troubleshooter, First Class
Step 9.3
- Senior Operator
Step 9.5

B. The three existing District Operators will be grandfathered into T.O. positions and will be considered incumbents.

2. BIDDING AND BUMPING

A. The following classifications will be Category III:

- Troubleshooter
- Troubleshooter, First Class
- Traveling Operator
- Traveling Operator, First Class
- Senior Operator

- B. Classifications previously eligible to bump a Troubleshooter can bump a Troubleshooter or a Troubleshooter first class if the person bumping has both greater seniority and a pay rate that is equal to or greater than the pay rate of the individual being bumped. See Attachment I for the list of classifications previously eligible to bump a Troubleshooter.
- C. Classifications previously eligible to bump a Traveling Operator can bump a Traveling Operator or Traveling Operator first class if the person bumping has both greater seniority and a pay rate that is equal to or greater than the pay rate of the individual being bumped. See Attachment I for the list of classifications previously eligible to bump a Traveling Operator.
- D. Individuals bumping a position listed in 2.A. above who did not hold a Traveling Operator first class, Troubleshooter first class or Senior Operator position will enter as a Traveling Operator or Troubleshooter.
- E. Only individuals who previously held the Senior Operator position by payroll authority for at least four months can bump an individual holding a Senior Operator position.
- F. If a Troubleshooter or Troubleshooter first class is bumped, the junior person of the combined Troubleshooter and Troubleshooter first class classifications will be bumped.
- G. If a Traveling Operator or Traveling Operator first class is bumped, the junior person of the combined Traveling Operator and Traveling Operator first class classifications will be bumped.
- H. If a Senior Operator is bumped and he/she elects to bump an individual holding a Traveling Operator, Troubleshooter, Traveling Operator first class, or Troubleshooter first class position, the junior person in the combination of all five classifications will be bumped.

- I. If any reductions in work force levels are initiated within the department, the junior person within the combination of all five classifications will be given a bump list.
- J. Job vacancies will be filled according to the collective bargaining agreement as a Traveling Operator or Troubleshooter, as appropriate, with training to First Class level then Senior Operator.
- K. Once all of the incumbents attain a Senior Operator classification, each job vacancy will be filled as a combined Traveling Operator and Troubleshooter position.

3. TRAINING

- A. Training for incumbents to both the first class level and to the Senior Operator level is voluntary.
- B. All incumbents in the Traveling Operator and Troubleshooter classification will be given the opportunity to attend First Class training before the training for Senior Operator begins.
- C. All incumbents who choose to attend and complete first class level training will get first class rate no later than March 1, 1996. Those who successfully complete training after March 1, 1996, will receive the rate retroactive to March 1, 1996.
- D. A joint company/union committee will be established to participate in the development and implementation of the Senior Operator training program. This committee will meet and make recommendations to management concerning the training program.
- E. The first Senior Operator training class will begin by September 30, 1997.
- F. All incumbent first class will be offered the opportunity to attend Senior Operator training. Incumbents who agree to complete Senior

Operator training will receive an additional \$.60/hour, effective September 30, 1997.

- G. Within one year from starting Senior Operator training, all incumbent Traveling Operator first class and Troubleshooter first class who volunteer will be trained according to seniority. After successful completion of this training, qualified individuals will be moved to the 9.5 rate. If the individual does not receive training through no fault of their own, they will be moved to the 9.5 rate on September 30, 1998.
- H. Any individual who receives the 9.5 rate on September 30, 1998, prior to completion of training, and subsequently does not meet the qualifications for the Senior Operator classifications will be immediately returned to the rate for the first class classifications.
(Step 9.3)
- I. All individuals will perform work to the level of training and for which he/she is being paid.

ATTACHMENT ONE

Classifications Previously Eligible to Bump a Traveling Operator

Individual who previously held a Traveling Operator position by Payroll Authority for four or more months.

Classifications Previously Eligible to Bump a Troubleshooter:

Individual who previously held a Troubleshooter position by Payroll Authority for four or more months.

Individual who holds (or previously held) a Senior Lineworker position by Payroll Authority for four or more months.

Individual who holds (or previously held) a Journey Lineworker position by Payroll Authority for four or more months.

Individual who held a Hot Stick Crew Leader position by Payroll Authority for four or more months.

MEMORANDUM OF AGREEMENT
BETWEEN
TRANSPORTATION SERVICES DEPARTMENT
DUQUESNE LIGHT COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCAL 147

This Agreement is made as of the 24 day of December, 1996 between the Transportation Services Department of Duquesne Light Company ("Company" or "TSD") and Local 147 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union").

INTRODUCTION

The Union and Company as parties to this agreement recognize that in order to successfully participate in the competitive, market driven transportation services business, certain operational practices are necessary to ensure the success and viability of such a competitive business venture. The provisions of this agreement are designed to provide the tools needed to successfully secure and conduct business driven by customer requirements within a competitive market.

DEFINITIONS

- "Existing collective bargaining agreement" or "general collective bargaining agreement" refers to the agreement between Duquesne Light Company and Local Unions 140, 142, 144, 147, 148 and 149 of the International Brotherhood of Electrical Workers, AFL-CIO effective October 31, 1996.
- "This Agreement" refers to the Agreement between Transportation Services Department and International Brotherhood of Electrical Workers, Local 147 effective 12/24/96.

The Company and Union agree to the creation of certain new job classifications:

New Classification

- A. The Company and Union agree to the creation of a new position to be called Fleet Technician. This position will be classified as a Step 4 scheduled worker, Transportation Unit #1.

Mobile Work Force Classifications

- B.1. The Company and Union agree to the creation of a mobile work force which will include General Automotive Mechanic (Step 8.2), Automotive Service Mechanic (Step 6.0), Fleet Technician (Step 4) and Garage Attendant (Step 1). This work force can be assigned to work at locations throughout the Company. All positions are Transportation Unit #1.
- B.1.a: On an annual basis the Company will designate a certain number, not to exceed four (4) General Automotive Mechanic (step 8.2) and four (4) Automotive Service Mechanic (step 6.0) as "Mobile" pick jobs. The parties agree to meet and discuss issues surrounding "Mobile" work.
- B.2. The mobile transportation work force will be paid a per diem of \$8 per day for every day spent actually working.
- B.3. The mobile transportation work force positions will be scheduled workers.
- B.4. For the mobile transportation work force, the six (6) day notice provision as described in Article III.1,1(b) of the collective bargaining agreement is changed to three (3) days.

Part-Time Employees

- C.1. The Company and Union agree to the creation of part-time positions in the following classifications:

Fleet Technician – Step 4, Transportation Unit #1
Garage Attendant – Step 1, Transportation Unit #1

- C.2. Part-time employees may work no more than 1000 hours per year.
- C.3. Overtime for part-time employees shall be paid for all hours worked beyond 40 hours per week.
- C.4. The Company agrees that work over eight hours in a given day is permissible but will not be required.
- C.5. Part-time transportation employees will receive step progression increases, as appropriate, upon completion of 2000 hours of work.
- C.6. The Company agrees to pay each part-time transportation employee a lump sum equal to 60 hours pay upon completion of 2000 hours of work and every 1000 hours of work thereafter.
- C.7. The Company agrees to pay part-time transportation employees a monthly retainer fee of \$33 when the employee is scheduled for less than 20 hours per month. When an employee works less than 20 hours per month as a result of the worker's request or fault, the Company will not pay the fee.
- C.7.(a) This retainer fee shall increase annually based upon the percentage of annual wage increases as defined in the collective bargaining agreement.
- C.8. Part-time employees shall work only on non-Duquesne Light Company vehicles and equipment.
- C.9. Part-time employees will be represented as described under Article I,C. of the collective bargaining agreement. In addition, the following articles of the Labor Agreement apply to the part-time employees:

- Article I
- Article II
- Article IV, D.1;E;K.
- Article V,A.1;A.2;A.3;E,U.
- Article VI,A.1;A.3;B;C.
- Article VII, G;H
- Article VIII,C.3
- Articles IX,X,XI,XII

General

- D. In the event of a reduction in workforce in TSD, part-time positions will be eliminated before full-time positions.
- E. Upon ratification of the Agreement, the Company will post one (1) Mobile Fleet Technician, Step 4 position.

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCAL 149

This Agreement is made as of the 12th day of June 1997, between Duquesne Light Company ("Company") and Local 149 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union").

The parties have agreed to the following:

The Union and the Company, as parties to the Agreement, recognize that significant improvements in operational competitiveness are necessary to ensure the future viability of the Telephone Service Board Operations. The provisions of this Agreement are designated to enhance the Company's ability to operate this area in a more efficient, cost-effective manner, while providing employees with the ability to compete at market levels.

It is important that the parties continue to explore avenues to achieve improved productivity and reduced costs while maintaining a working environment in which employees can contribute to the full extent of their capabilities. This will include, but not be limited to, a continuing emphasis on problem-solving activities as opposed to traditional confrontation forums.

It is our intent to develop cooperative participative approaches to ensure that this Agreement is implemented in a manner that provides the mutuality of benefit that is in our joint interest.

DEFINITIONS

"INCUMBENT" – Individuals who currently work in a customer service representative position (shift, non-shift and scheduled) at Oxford Center.

"CUSTOMER SERVICE REPRESENTATIVE (CSR)" – This position handles all of the duties as defined in the customer service representative job description.

"LIMITED CUSTOMER SERVICE REPRESENTATIVE (LCSR)" – This position handles the duties in one of the two main areas as defined in the customer service representative job description. The areas are customer service and credit and collection.

"PART-TIME CUSTOMER SERVICE REPRESENTATIVE" – This position was initially defined in the Part-Time Agreement between the Customer Relations Department of the Duquesne Light Company and the IBEW Local 149 signed on July 9, 1992.

ARTICLES:

1. PARTICIPANTS IN THE BEEPER PROGRAM:

All full-time customer service representatives, limited customer service representatives, and senior customer service representatives, excluding individuals assigned to a mall location on a full-time basis, are participants in the program.

Part-time customer service representatives are excluded from the program.

2. BEEPER PROGRAM EQUIPMENT:

Management will furnish beepers for the program.

Each individual will be responsible for ensuring that their assigned beeper is turned on, is operational and has an operational battery. If an individual experiences an operating problem with their beeper, the individual is responsible for notifying a supervisor immediately.

3. SCHEDULING OF BEEPER ASSIGNMENTS:

Management will determine the appropriate number of employees needed for coverage on both a weekly and a daily basis.

On a weekly basis, management will decide on the number of beeper assignments for the week. Individuals will be given the opportunity to volunteer for beeper assignment. If a sufficient number of volunteers is not obtained, the beeper will be assigned to the employee(s) with the lowest number of hours on the scheduled overtime list.

On a daily basis, management will determine if additional beeper resources are needed. If a sufficient number of volunteers are not obtained, the beeper will be assigned to the employee(s) with the lowest number of hours on the scheduled overtime list.

4. EMPLOYEE RESPONSE:

When beeped, employees must acknowledge the beep according to established procedures.

Employees must arrive at the telephone service center within one hour of being beeped and must be fit for duty.

5. COMPENSATION:

Management will compensate employees carrying a beeper according to Schedule A.

6. OTHER RESOURCES:

This agreement does not preclude management's right to call-out additional personnel according to established call-out procedures and/or management's right to activate the Catastrophic Emergency Plan.

7. DURATION OF AGREEMENT:

This agreement will remain in effect until April 1, 2007. It will automatically renew for an additional two years (April 1, 2009) unless either party notifies the other at least sixty (60) days prior to April 1, 2007 that the party wishes to open discussions regarding the agreement.

New Beeper Rates Effective 10/1/03

Week Rates:

10-1-2003 (3%)	10-1-2004 (3%)	10-1-2005 (3.5%)
Day \$ 24.62	Day \$ 25.36	Day \$ 26.25
Sun/Holiday \$ 36.88	Sun/Holiday \$ 37.99	Sun/Holiday \$39.32
Week \$184.60	Week \$190.15	Week \$196.82

Short Notice:

10-2-2003 (3%)	10-1-2004 (3%)	10-1-2005 (3.5%)
Day \$ 28.91	Day \$ 29.78	Day \$ 30.82
Sun/Holiday \$ 42.08	Sun/Holiday \$ 43.34	Sun/Holiday \$ 44.86
Weekend \$ 99.90	Weekend \$102.90	Weekend \$106.50

MEMORANDUM OF AGREEMENT
MERGING OF LOCALS
February 16, 1999

The Amalgamation within System Council U-10 of the International Brotherhood of Electrical Workers of members Local Unions 140, 142, 144, 147, 148 and 149 who are employed by the Duquesne Light Company ("the Company") into one Local Union will become effective sometime this year. It is agreed that there will no change in the Labor Agreement or the relationships between the parties with the exception of the change in the identifying number of the Local Union. The certified Bargaining Units representing the employees of the employer will continue to be honored and the elected or appointed representatives will continue to act as Union Representatives. The Collective Bargaining Agreement and all other agreements between System Council U-10, Locals 140, 142, 144, 147, 148 and 149 and the Company will continue to be in effect. All references to "Business Manager" or "Assistant Business Manager" in any documents, including the Pension Plan, will continue in effect. All agreements, including the Pension Plan, that designate the President and Vice President of each Local will be modified only in such way as to make reference to "Union Representatives, to be designated by the Union", such designation to be made by the Union for a calendar year before the first working day of such year. The number of said Union Representatives will be equal to the two eliminated local officers, will not exceed twelve (12) in total, and upon the divestiture of the Company's generation plants, will not exceed eight (8) in total.

AGREEMENT BETWEEN
PAYMENT PROCESSING DEPARTMENT
AND
IBEW LOCAL 29

March 20, 2002

Introduction

This is a non-precedent setting Agreement between Duquesne Light Company's ("Company") Payment Processing Department ("Payment Processing") and the IBEW Local 29 ("Local 29" or "Union"). This agreement provides for the use of part-time employees and for changes in the work schedules of full-time employees. This agreement shall expire January 31, 2007 unless extended by written consent of the parties.

DEFINITIONS

Attrition

A reduction in personnel through retirement, promotion, voluntary demotion, death, resignation or disability. Discharge and disqualification are not considered to be attrition.

Payment Processing Clerk

This position will handle all duties of the payment processing clerk as defined in the payment processing clerk job description as may be amended from time to time.

Labor Agreement

The collective bargaining agreement between the Company and the International Brotherhood of Electrical Workers AFL-CIO Local Union 29 effective March 19, 2001.

**Item 1: ESTABLISHMENT OF PART-TIME WORKERS
AND AREA OF WORK**

Payment Processing and Local 29 agree to a classification of workers called "part-time" to supplement the payment processing clerk positions as specified in this Agreement. The part-time classification will work in Payment Processing in

accordance with the criteria discussed in Item two (2) below. The part-time payment processing clerk job description is attached as Exhibit A.

Item 2: NUMBER AND USE OF PART-TIME POSITIONS

Part-time employees will be used to supplement the full-time workforce to meet operational needs of the department. Part-time employees will not be used to replace full-time positions on a full-time basis. Part-time employees may be used for scheduled vacation and short notice vacancies in lieu of calling full-time employees on their relief days. However, if the number of full-time positions falls below six (6), Payment Processing will offer full-time staff the opportunity to work on their relief day prior to asking part-time staff to work during scheduled vacations and short notice vacancies.

If Payment Processing chooses to reduce the number of full-time payment processing clerk positions from a total of six (6), the number of part-time payment processing clerk positions will be reduced from ten (10) to three (3). If Payment Processing chooses to reduce the total number of full-time payment processing clerk positions below five (5), Payment Processing will eliminate three (3) part-time payment processing clerk positions for the elimination of each full-time payment processing clerk position. If Payment Processing increased full-time positions above six (6), the number of part-time positions will increase by four (4) for the first additional full-time position, and then by two (2) for each additional full-time position.

Set forth below is a table reflecting the number of full-time to part-time positions:

<u>Full-Time Positions</u>	<u>Part-Time</u>
11 and above	On a ratio of two part-time positions for each full time position
10	20
9	18
8	16
7	14
6	10
5	3
4	0

Item 3: CHANGE FROM FULL-TIME STATUS TO PART-TIME STATUS

A current employee must terminate his or her full-time employment in order to be hired in the *part-time worker classification*. Such individuals will be treated the same as other part-time workers hired under this Agreement. If a part-time worker returns to a *full-time position*, in accordance with this Agreement, the Company will establish a new seniority date for this individual using a combination of their prior full-time seniority and accumulated part-time hours. This new seniority date will only be used for the purpose of Union seniority.

Item 4: LAID OFF DUQUESNE LIGHT COMPANY WORKERS

The Company agrees to give *first consideration* to laid off employees for future part-time payment processing clerk positions as the positions become available, provided the laid off employee meets the *criteria for new hires*. Laid off employees, who held the position of payment processing clerk by payroll authority for at least four months within two years of their separation date, will be considered qualified for the part-time payment

processing clerk position. All other laid off employees who apply for a part-time position will be given the required tests. Other employees who are notified of their pending layoff may upon notification, begin to make arrangements to take required tests.

The Company and the Union agree that acceptance or rejection by individuals described above does not change or alter any of the employee's or the Company's rights, including but not limited to, recall under Article IV, L.1 of the Labor Agreement.

Item 5: PART-TIME WORKER'S AVAILABLE WORK HOURS

The work schedule of the part-time payment processing clerks shall be established by Payment Processing in accordance with Item 6 of this Agreement.

Item 6: NOTIFICATION AND SCHEDULING

Payment Processing will post a two (2) week schedule one (1) full week in advance of the scheduled workweek. The part-time worker is responsible for knowing the posted schedule. The part-time worker may be notified of a schedule change by management within one (1) week of schedule change. All part-time workers must provide a phone number where he/she can be reached either in person or by answering machine. All part-time workers must find a substitute and obtain management approval before altering the schedule. By mutual agreement between the part-time workers they may switch schedules, with management approval.

Item 7: ACCEPTANCE AND WORKING OF POSTED SCHEDULED HOURS

Part-time workers must accept and work 95% of the posted scheduled annual hours (based on 1,000 hours) to maintain their part-time status. The part-time worker who calls off from work on more than five occasions in a rolling twelve (12) month period may be subject to progressive

discipline. If a part-time worker cannot be scheduled due to verifiable serious personal circumstances (e.g., long-term illness or care for a family member), Payment Processing will not schedule the worker for that period and will not include this time in the part-time worker's 95% total.

Item 8: PART-TIME WORKER'S RATE OF PAY

The part-time payment- processing clerk will be considered Step 1 GDU. After a probation period of 750 hours the rate will increase to the six (6) month Step 1 GDU rate. After two (2) years or 2,000 hours the rate will increase to the Step 4 GDU entry- level rate. The rate will progress within the Step 4 every two (2) years or 2,000 hours. The rate of pay for each level is based on the current wage scale interval in the Labor Agreement.

Item 9: UNION REPRESENTATION

Part-time workers will be represented as described under Article 1,C. of the Labor Agreement.

In addition, the following articles of the Labor Agreement apply to the part-time workers.

Article I
Article II
Article III, C., as amended by this Agreement
Article IV, E., K.
Article V, A.1.;A.2.;A.3.;E., U.
Article VI, A.1.; A.3.; B.; C.
Article VII, G.; H.
Article IX
Article X
Article XI

Item 10: SENIORITY OF PART-TIME WORKERS

Part-time workers seniority will be based on hours worked. 2,080 hours worked will equal one-year seniority.

Item 11: PART-TIME WORKER'S RIGHT TO BID

Part-time workers will be eligible to bid or transfer after their first year anniversary date or after working 750 hours if a vacancy cannot be filled by a regular full-time worker.

Item 12: PART-TIME WORKER'S PROBATIONARY PERIOD

Part-time workers will be probationary until they work 750 hours. Probationary employees may be discharged without recourse, but, if employed 240 hours or more, Payment Processing will confer with the President of Local 29, if so requested.

Item 13: MINIMUM HOURS FOR PART-TIME WORKERS

When a part-time worker is scheduled for less than 20 hours per month, the Company will pay the workers a monthly retainer fee of \$35. This fee shall be increased by the negotiated wage increase in Article 6, paragraph A.3. of the Labor Agreement. When a part-time worker is scheduled for less than 20 hours per month as a result of the worker's request or fault, the Company will not pay a monthly retainer fee. The Company will pay the retainer fee if Payment Processing and the part-time worker mutually agree to the time off.

Item 14: UPGRADE OF A PART-TIME WORKER

The Company will pay the part-time worker the upgrade rate when the worker performs work outside his/her classification.

Item 15: ANNIVERSARY PAY

The Company will pay each part-time worker anniversary pay in a lump sum, payable on his/her anniversary based on hire date provided the worker has actually worked at least 700 hours within the prior 12 months. If a part-time worker was available to work and was not scheduled at least 700 hours, the part-time worker will receive the anniversary pay. The amount of the anniversary pay will be as follows:

Anniversary	Amount
First	30 hours
Second	60 hours
Third	80 hours
Fourth	90 hours
Five or more	120 hours

The part-time worker will have the option to split the above referenced lump sum anniversary pay into two equal payments, to be paid on the two consecutive paydays immediately following an employee's anniversary date.

Item 16: WORK SCHEDULES FOR FULL-TIME EMPLOYEES

Payment Processing will post schedules for a three (3) month period with selection to be based on seniority. Upon implementation of this agreement, schedules will be allocated as follows:

- Three (3) @ eight (8) hours per day Monday through Friday.
- Three (3) @ ten (10) hours per day Sunday through Wednesday or Monday through Thursday.
- Three (3) @ ten (10) hours per day with two (2) consecutive days off including either Saturday or Sunday.

If vacancies occur, the vacated schedule will remain vacant until the next scheduling period. Payment Processing will select the schedules to post for

subsequent periods. At least three (3) ten hour schedules will be posted with workdays of Sunday through Wednesday or Monday through Thursday.

For the eight (8) hour per day positions, Payment Processing will designate up to six (6) days per month as peak days. On peak days each eight (8) hour per day employee will select a start time between 5:30 AM and 7:30 AM. On non-peak days, each eight (8) hour per day employee will select a start time no later than 8:00 AM. This will not affect the incumbents.

For the ten (10) hour per day positions, each employee will select a start time no later than 6:00 AM.

Upon implementation of this agreement, Payment Processing will work with existing incumbents who have verifiable special circumstances which may affect their ability to conform to the new work schedules in order to try to accommodate these special needs on a mutually agreeable basis.

Item 17: OVERTIME FOR FULL-TIME EMPLOYEES

Overtime will be paid in accordance with Article III,C., of the Labor Agreement. For employees working a ten (10) hour schedule the number 10 will be substituted for the number 8 in that paragraph.

During a holiday week, employees on a ten (10) hour schedule may work twelve (12) hours a day without overtime to make-up for the two (2) hours lost on a holiday.

Item 18: HOLIDAYS/CONVENIENCE DAYS FOR FULL-TIME EMPLOYEES

Employees on a ten (10) hour schedule during a week when a holiday or convenience day is scheduled will have the option of making up the time lost by working the additional two (2) hours at a time agreed to by Payment Processing at straight time during the same week, using vacation time, or being docked for the two (2) hours.

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
IBEW LOCAL UNION 29

This agreement is made as of the 12th day of February, 2003, between the Duquesne Light Company ("Company") and Local Union 29 of the International Brotherhood of Electrical Workers ("Union").

All field meter reads will be designated as bargaining unit work.

The Company will fill the required number of temporary positions for performing the balance of the meter reading work related to replacement of the Siris meters that is not performed by the regular meter readers. For this purpose the six-month time limit for temporary meter readers will be extended to 20 months or until all Siris meters are replaced, whichever comes first. The Company can fill these positions without posting or upgrading. These positions will be paid at the GDU Step 4 rate and will be eligible for progression increases.

The position of meter reader will be paid at a GDU Step 4 rate. Employees who prior to the date of this agreement held the position of meter reader for 4 months or more will be considered GDU Step 6.

Within 5 days of the signing of this agreement the Company will post 17 meter reader positions. Within 60 days of the posting the qualified internal candidates who accept the position will be placed on the position. For this initial posting employees who currently hold a protected rate of pay can bid to the meter reader position and keep their protected rate of pay.

All meter reading clerical support work will be performed by the appropriate bargaining unit position.

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 29

This Agreement is made as of the seventeenth day of October, 2000, between Duquesne Light Company ("Company") and Local Union 29 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union")

In the interest of resolving a number of issues with regard to certain bargaining unit clerical positions, the Company and the Union agree to the items outlined in this Memorandum of Agreement. Nothing in this Memorandum is intended to change the Collective Bargaining Agreement or the rights of either the Company or the Union. The parties also agree that the provisions of the Memorandum, or related documents, will not be used to support either party's position in the litigation of existing issues.

The Union and the Company enter into the following agreement regarding certain clerical job descriptions.

1. The following clerical positions along with their job descriptions will be combined as follows:

Column A	Column B
Existing positions	Combined
position	
Supplies and Record Retention Clerk	Junior Clerk, Step 4
Junior Mailing Clerk	Unit 2, Category 1
Xerox Multi Operator	
Stenographer	
Junior Clerk	
Record Clerk Typist	
Material Clerk	Intermediate
Clerk, Step 5	
Intermediate Clerk	Unit 2, Category 2
WPEO	
Payroll Clerk Typist	
Distribution Center Clerk	

Mail Control Clerk	Utility Clerk, Step 6
Micrographic Record Clerk	Unit 2, Category 2
Reprographics Equip Operator	
Meter Clerk	
Contract Records Clerk	
Engineering Support Clerk	
Liaison Clerk	
Communication Analyst B	
Auto Stock Control Clerk	Senior Clerk, Step 7
Senior Clerk	Unit 2, Category 2
Records Management Clerk	
Energy Technology Clerk	
Planning And Protection Clerk	
Senior Services Clerk	
General Material Clerk	General Clerk,
Step 8.5	
General Clerk	Unit 2, Category 3
Forms Analyst	
District Clerk	
Control Clerk	
Technical Clerk	Technical Clerk,
Step 9	
Facilities Technical Clerk	Unit 2, Category 3
Job Processing Clerk	
Budget Clerk	
Work Dispatcher	
Communications Analyst A	
Lead Clerk	Lead Clerk, Step 9.5
Cost Clerk	Unit 2, Category 3
General Bookkeeper AC CH	General Acct.
Support	
General Bookkeeper DLC	Clerk A, Step 10
Detail Ledger Bookkeeper	GDU, Category 3
Voucher Clerk	Finance Accounts
Payable	
MS Invoice Clerk	Support Clerk A,
Step 8	
Invoice Checking Clerk	GDU, Category 2
Head invoice clerk	

- A. It is understood that the job descriptions for the positions listed in Column B were developed by merging the responsibilities from the corresponding jobs listed in Column A.
2. All Individuals holding a position in Column A will be grandfathered into the corresponding combined position in Column B and will retain their progression date. It is understood that some of these individuals may be assigned work from positions below their job step.
3. Any individual who is grandfathered into a higher position will receive the higher rate of pay effective the date this agreement is ratified and signed.
4. For the purpose of initial staffing, individuals will be assigned based on specific qualifications. Where qualifications are equal individuals will select by seniority.
5. All of the individuals in the clerical organization can be used to perform work for any department/process in the Company. This will be done in accordance with the Collective Bargaining Agreement.
6. Bidding and Bumping
 - A. All individuals who held a position/positions in Column A by payroll authority for four months will be considered as having held the corresponding position in Column B.
 - B. For the purpose of filling the positions listed in Column B, now and in the future, all individuals who currently hold or have held a position for at least one year in the GDU, DL-2, Transp-2 or Comm. Salary will be considered as having passed the Clerical Aptitude Test and the General Clerical Test.
7. The Company agrees to the following regarding the formation of a clerical pool currently known as Support Services:

A. Clerical Bargaining Unit positions in Support Services will be covered under GDU or Unit II Bargaining Units.

B. This agreement does not alter or change the Union's NLRB certifications or representation rights.

8. The Company recognizes that the reduction/merger of the clerical positions affected by this agreement may cause a backlog of work to occur and that the work which will continue to be performed may not be done in an expedient manner.

The Company agrees that it will not, for the purpose of cleaning up this backlog that may result, have non-union personnel or contractors perform any work that is usually performed by the bargaining unit. The Company also agrees that if it assigns bargaining unit employees to clean up the backlog, it will not then replace them with contractors or non-bargaining employees.

9. Subsequent to these negotiations, the parties agree to meet and revise the category charts to bring them in line with this agreement. The Current criteria as it applies to the category charts will be used until the revised charts that will be affected by this agreement are agreed to.

**Memorandum of Agreement
Between
Duquesne Light Company
And
International Brotherhood of Electrical Workers
Local 149**

This agreement is made as of the 26th day of January 1998, between Duquesne Light Company ("Company") and Local 149 of the International Brotherhood of Electrical Workers, AFL-CIO ("Union")

In establishment of the Asset Management Department, job positions will be established as follows:

**Asset Technician
Asset Analyst**

For the purposes of bidding, bumping, displacement, progression pay and returning from a leave of absence anyone who held one of the following positions would be considered as having held the Asset Analyst position.

Head Retirement Analyst	Work Order Control Analyst
Property Retirement Analyst	Head Additions Analyst
Property Cost Analyst	Property Analyst
Property Records Ledger Clerk	Cost Ledger Clerk

For the purposes of bidding, bumping, displacement, progression pay and returning from a leave of absence, anyone who held the position of Technical Analyst or Special Reports Analyst will be considered as having held the Asset Technician position.

In case of an individual returning from leave of absence to either the Asset Technician or the Asset Analyst and he/she held a higher position when they began their leave of absence, their pay will be treated in accordance with Article VI, Par. A.6 of the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
IBEW LOCAL UNION 29

This agreement is made as of the 21st day of November, 2002, between the Duquesne Light Company ("Company") and Local Union 29 of the International Brotherhood of Electrical Workers ("Union"). This agreement will be effective January 1, 2003.

This agreement is applicable to all the positions that are affected as stated below:

1. On the subjects of fire retardant clothing and protective footwear in compliance with Power Delivery Safety Policies regarding OSHA Standards 1910.269 and 1910.136 the Company and the Union agree to the following:

A. For employees required to wear Company approved fire retardant clothing and approved protective footwear in the substations, telecom, overhead, underground, and meter operations departments, the Company will contribute \$275 per year toward approved fire retardant clothing and approved protective footwear. The allowance will be included in the employee's first paycheck of the year. This amount will be increased each year by the same percentage as the general wage increase.

B. Job classifications currently receiving uniforms are not included under this section.

2. For employees in the substations, telecom, overhead, underground, meter operations, field services, engineering and surveying departments, who are required by the Company to wear approved protective footwear and are not covered in Section 1 above, the Company will contribute up to \$75 toward the purchase of approved protective footwear once every five years. This amount will be increased each year by the same percentage as the general wage increase.

3. The Company will provide occasional use fire retardant clothing for those job classifications that are identified as seldom exposed or asterisked in the Power Delivery safety manual and therefore not eligible for any contribution.

4. If after January 1, 2003, an employee enters a position in the substations, overhead, underground, or field metering departments that requires approved fire retardant clothing and approved protective footwear then the Company will contribute \$200 in the first year if a shoe allowance was received within the last five years or \$275 if a shoe allowance previously was not received. These amounts will be increased each year by the same percentage as the general wage increase.

The parties, intending to be legally bound, hereby, execute this agreement on the day and year first above written.

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